



COUNCIL CHAMBERS
1941 E. 61ST STREET NORTH

Tuesday, November 28, 2023, 7:00 PM

ROLL CALL

MEETING CALLED TO ORDER

Invocation

Pledge of Allegiance

APPROVAL OF AGENDA

AWARDS AND/OR PRESENTATIONS

PUBLIC FORUM

STAFF REPORTS

City Administrator

CONSENT AGENDA

1. **Minutes of October 24, 2023 Regular Meeting.**
2. **Minutes of November 14, 2023 Regular Meeting.**
3. **Appropriations 1019-2023 with Addendums**
4. **October Monthly Financials**
5. **Approve change order from Pearson Construction for 2023 Street Rehabilitation Program**
6. **Approve Expenditures of Transient Guest Tax as Recommended by the Convention & Tourism Board: (1) Sponsorship of Wichita Toy Run for an additional, \$3,612 to be paid out of the 2023 Budget:(2) Sponsorship of the PRCA Rodeo at Hartman Arena, \$13,000, from the 2023 Budget: (3) Sponsorship of Wichita Wings, \$15,000, from the 2023 Budget.: (4) KCAC Men's and Women's Basketball Championships, \$500.**
7. **Approved payment of invoices for design, engineering, project management, construction and inspection of Air Cap Drive and adjacent 12" waterline in the amount of \$2,551,609.75 to be paid for out of the Capital Projects Fund.**

Recommended Action: Staff recommends approval.

Suggested Motion:

Council Member _____ moved to approve the Consent Agenda as presented.

Council Member _____ seconded the motion.

NEW BUSINESS

8. DISCUSS AND CONSIDER A RESOLUTION AMENDING THE TERMS AND AN ORDINANCE AUTHORIZING TAXABLE INDUSTRIAL REVENUE BONDS TO MUND'S PROPERTIES LLC. (SARAH STEELE)

Recommended Action: Public Hearing:

Suggested Motion:

Council Member _____ moved to approve Resolution #1184-2023 a resolution of the Governing Body of the City of Park City, Kansas amending Resolution No.1126-2022 determining the advisability of issuing taxable industrial revenue bonds for the purpose of financing the acquisition, construction and equipping of a commercial facility to be located in the City; and authorizing execution of related documents.

Council Member _____ seconded the motion.

Council Member _____ moved to approve Ordinance #1180-2023 and ordinance authorizing the City of Park City Kansas to issue its Taxable Industrial Revenue Bonds, Series 2023 for the purpose of acquisition, construction and equipping a commercial facility; and authorizing other related documents and actions.

Council Member _____ seconded the motion.

Roll Call

Council Member Charley Davidson _____	Council Member Tom Jones _____
Council Member George Glover _____	Council Member George Capps _____
Council Member Ben Saucedo _____	Council Member Brandi Baily _____
Council Member Charles Schwanke _____	Council Member Jim Schroeder _____

9. DISCUSS AND CONSIDER AN ORDINANCE AUTHORIZING TAXABLE INDUSTRIAL REVENUE BONDS TO K & M TIRE, INC. (SARAH STEELE)

Recommended Action: Public Hearing:

Suggested Motion:

Council Member _____ moved to approve Ordinance #1181-2023 and ordinance authorizing the City of Park City Kansas to issue its Taxable Industrial Revenue Bonds, Series 2023 for the purpose of acquisition, construction and equipping a commercial facility; and authorizing other related documents and actions.

Council Member _____ seconded the motion.

Roll Call

Council Member Charley Davidson	_____	Council Member Tom Jones	_____
Council Member George Glover	_____	Council Member George Capps	_____
Council Member Ben Saucedo	_____	Council Member Brandi Baily	_____
Council Member Charles Schwanke	_____	Council Member Jim Schroeder	_____

10. **Z-2023-04 - DISCUSS AND CONSIDER APPROVAL OF A PROPOSED CHANGE OF ZONING DISTRICT CLASSIFICATION FROM THE R-2 SINGLE-FAMILY RESIDENTIAL DISTRICT TO THE I-1 LIGHT INDUSTRIAL DISTRICT, LOCATED ONE-THIRD MILE SOUTH OF 69TH STREET NORTH AND WEST OF BROADWAY AVENUE (6701 N. BROADWAY AVENUE). (RUSS EWY)**

Recommended Action: Planning Commission recommends approval of the zone change request (4-0), subject to conditions.

Suggested Motion:

1. Approve the zone change as recommended.
2. Deny the zone change with findings.
3. Approve the zone change with modifications and/or additional conditions.
4. Request additional information and defer final action.

Council Member _____ moved to approve Ordinance #1182-2023.

Council Member _____ seconded the motion.

Roll Call

Council Member Charley Davidson	_____	Council Member Tom Jones	_____
Council Member George Glover	_____	Council Member George Capps	_____
Council Member Ben Saucedo	_____	Council Member Brandi Baily	_____
Council Member Charles Schwanke	_____	Council Member Jim Schroeder	_____

11. **DISCUSS AND CONSIDER APPROVAL OF TEXT AMENDMENTS TO THE CITY OF PARK CITY'S ZONING REGULATIONS TO MODIFY THE CLASSIFICATION OF CONDITIONAL USES. (RUSS EWY)**

Recommended Action: Planning Commission recommends approval of the text amendments (VOTE).

Suggested Motion:

1. Approve the text amendments as presented.
2. Deny the text amendments as presented.
3. Approve the text amendments with modifications.
4. Request additional information and defer final action.

Council Member _____ moved to approve Ordinance #1183-2023.

Council Member _____ seconded the motion.

Roll Call

Council Member Charley Davidson	_____	Council Member Tom Jones	_____
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Council Member George Glover	_____	Council Member George Capps	_____
Council Member Ben Saucedo	_____	Council Member Brandi Baily	_____
Council Member Charles Schwanke	_____	Council Member Jim Schroeder	_____

12. **CONSIDER APPROVAL OF THE WRITE-OFF OF THE 2022 UNCOLLECTIBLE UTILITY ACCOUNTS (DG)**

Recommended Action: Staff recommends approval.

Suggested Motion:

Council Member _____ moved to approve 2022 write-offs in the amount of \$19,634.75.

Council Member _____ seconded the motion.

13. **DISCUSS AND CONSIDER APPROVING A RESOLUTION DETERMINING THE ADVISABILITY OF WATER DISTRIBUTION IMPROVEMENTS FOR CHAMPTOWN DEVELOPMENT. (SF)**

Recommended Action: Staff recommends approval.

Suggested Motion:

Council Member _____ moved to accept the petition and approve Resolution #1180-2023, a resolution determining the advisability of the making of certain internal improvements in the City of Park City, Kansas; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings.

Council Member _____ seconded the motion.

14. **DISCUSS AND CONSIDER APPROVING A RESOLUTION DETERMINING THE ADVISABILITY OF STORMWATER DRAINAGE IMPROVEMENTS FOR CHAMPTOWN DEVELOPMENT. (SF)**

Recommended Action: Staff recommends approval.

Suggested Motion:

Council Member _____ moved to accept the petition and approve Resolution #1181-2023, a resolution determining the advisability of the making of certain internal improvements in the City of Park City, Kansas; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings.

Council Member _____ seconded the motion.

15. **DISCUSS AND CONSIDER APPROVING A RESOLUTION DETERMINING THE ADVISABILITY OF SANITARY SEWER IMPROVEMENTS FOR CHAMPTOWN DEVELOPMENT. (SF)**

Recommended Action: Staff recommends approval.

Suggested Motion:

Council Member _____ moved to accept the petition and approve Resolution #1182-2023, a resolution determining the advisability of the making of certain internal improvements in the City of Park City, Kansas; making certain findings with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings.

Council Member _____ seconded the motion.

16. **CONSIDER ORDINANCE AMENDING SECTION 14-202 OF THE MUNICIPAL CODE RELATING TO THE SPEED LIMIT ON AIR CAP DRIVE BETWEEN 53RD STREET NORTH AND 61ST STREET NORTH. (DM)**

Recommended Action: Adopt the Ordinance.

Suggested Motion:

Council Member _____ moved to approve Ordinance #1179-2023 an ordinance amending the Municipal Code of the City of Park City relating to maximum speed limits established in Section 14-202 of the Municipal Code and repealing the original of said Section 14-202.

Council Member _____ seconded the motion.

Roll Call

Council Member Charley Davidson _____	Council Member Tom Jones _____
Council Member George Glover _____	Council Member George Capps _____
Council Member Ben Saucedo _____	Council Member Brandi Baily _____
Council Member Charles Schwanke _____	Council Member Jim Schroeder _____

17. **DISCUSS AND CONSIDER APPROVAL OF BID FROM WHITE STAR MACHINERY FOR PURCHASE OF BOBCAT MINI-EXCAVATOR (JE)**

Recommended Action: Staff recommends approval.

Suggested Motion:

Council Member _____ moved to purchase the mini-excavator and accessories as well as trade in the 2004 Case backhoe to White Star Machinery while utilizing the Bobcat contract pricing for a total amount of \$43,683.59 to be paid from the Special Streets &

Highway Fund.

Council Member _____ seconded the motion.

18. **DISCUSS AND CONSIDER APPROVING A NEW CONTRACT FOR LICENSE PLATE READER CAMERAS FROM FLOCK SAFETY (PB)**

Recommended Action: Staff recommends approving the proposed contract from Flock Safety.

Suggested Motion:

Council Member _____ moved to approve and authorize the Mayor to sign and execute a contract with Flock Safety in the amount of \$22,045.21 to be paid out of the General Fund Police Department.

Council Member _____ seconded the motion.

GOVERNING BODY REPORTS

Mayor's Remarks

Remarks by Council Members

ADJOURN



Prepared By: Marlo Rugg, Administration AGENDA ITEM #1.

Summary:

Minutes of October 24, 2023 Regular Meeting.

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:

- [2023-1024 Minutes.pdf](#)

**MINUTES OF THE GOVERNING BODY OF
THE CITY OF PARK CITY, KANSAS
COUNCIL CHAMBERS – 1941 E. 61st STREET NORTH
October 24, 2023
REGULAR MEETING**

ROLL CALL

The following were present: Council Members Charley Davidson, Ben Saucedo, Charles Schwanke, Tom Jones, Brandi Baily and Jim Schroeder. Council Members George Glover and George Capps were absent.

Also present: Mayor John Lehnerr, City Clerk Marlo Rugg, City Administrator Sean Fox, Assistant City Administrator/Human Resources Manager Dana Walden, Police Chief Phil Bostian, Public Works Director Jeana Estep, and City Attorney Doug Moshier,

VISITORS

Ark Valley News
Terry Ford
Terry Osburn

MEETING CALLED TO ORDER

The meeting was called to order by Mayor John Lehnerr at 7:00 pm. Council Member Ben Saucedo gave the invocation and Council Member Charley Davidson led the Pledge of Allegiance.

APPROVAL OF AGENDA

Council Member Jim Schroeder moved to approve the agenda as presented.

Council Member Charley Davidson seconded the motion. Motion carried 6-0.

AWARDS AND/OR PRESENTATIONS

Assistant City Administrator/Human Resources Manager Dana Walden stated Luke Tibbits was being promoted to the rank of Detective. Ms. Walden stated Mr. Tibbits has been with the Park City Police Department since April of 2017 and was promoted to Corporal in October of 2020.

PUBLIC FORUM

None.

STAFF REPORTS

City Administrator Sean Fox gave a brief update on road repairs around the City. He stated that Public Works has been shaving down the shoulders along Broadway to help with drainage issues. Mr. Fox stated 2,700 meters have been received for the City wide meter replacement project. He stated Hannah Lybarger graduated from KLETC on October 20, 2023 and Officer Breshears was scheduled to graduate on December 8, 2023. Mr. Fox announced upcoming events and the days and times of early voting as well as election day voting.

Finance Director Dee Anne Grunder gave an update on the City's finances. She stated the report shows where the City currently stands in comparison to prior years. Ms. Grunder gave an overview of all the City's revenue streams.

CONSENT AGENDA

- 1. Minutes of October 10, 2023 Regular Meeting.**
- 2. Minutes of October 10, 2023 Special Meeting.**
- 3. Appropriations 1017-2023 with Addendums**
- 4. September Monthly Financials**
- 5. Authorize the Mayor to sign a three year renewal contract for the Predictive Index, LLC for the Hire and Inspire Subscription Plans in the amount of \$14,925 that will be invoiced on an annual basis of \$4,975.**
- 6. Approved invoice for K.E. Miller Engineering for survey, design, engineering and inspection of 12" waterline between 66th and 61st Street along the Valley Center Foodway in the amount of \$26,700.**

Council Member Jim Schroeder moved to approve the Consent Agenda as presented.

Council Member Charley Davidson seconded the motion. Motion carried 6-0

NEW BUSINESS

- 4. DISCUSS AND CONSIDER APPROVAL OF BID FROM ANDALE CONSTRUCTION LLC FOR THE EXTENSION OF HARTMAN ARENA DRIVE (I-135 ARENA ADDITION).**

City Administrator Sean Fox stated a petition was filed and approved by Council in June to extend/connect Hartman Arena Drive, with water and stormwater drainage to be installed where

necessary, to serve the Improvement District, in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

Mr. Fox stated a bid opening was conducted on October 11th with one company submitting a bid. He stated Andale Construction LLC bid of \$830,000 was below the Engineer's estimate of \$950,218.

Council Member Charley Davidson moved to approve the bid tabulation and authorize the Mayor to finalize and execute a contract with Andale Construction LLC in an amount not to exceed \$830,000 to be paid out of the Capital Projects Fund.

Council Member Ben Sauced seconded the motion. Motion carried 6-0.

5. DISCUSS AND CONSIDER APPROVAL OF CONSTRUCTION ENGINEERING CONTRACTS FOR PAVING AND WATER FOR HARTMAN ARENA DRIVE EXTENSION.

City Administrator Sean Fox stated a petition was filed and approved by Council in June to extend/connect Hartman Arena Drive, with water and stormwater drainage to be installed where necessary. He stated the original engineering and design work was previously paid for by the adjacent property owners.

Mr. Fox stated two contracts from ASM Engineering Consultants, LLC were included in Council's packet for the bidding, construction engineering and inspection for \$56,000.

Council Member Charley Davidson moved to approve and authorize the Mayor to finalize and execute contracts with ASM Engineering Consultants, LLC in an amount not to exceed \$56,000 to be paid out of the Capital Projects Fund.

Council Member Jim Schroeder seconded the motion. Motion carried 6-0.

6. DISCUSS AND CONSIDER CHANGING NAME OF HARTMAN ARENA DRIVE.

City Administrator Sean Fox stated with the recent purchase of Hartman Arena and anticipated name change, Staff is proposing changing the name of Hartman Arena Drive to simply Arena Drive. He stated there are currently seven businesses along Hartman Arena Drive. Mr. Fox stated each have been notified of the intent to change the street name.

A discussion ensued.

Council Member Ben Sauced moved to approve changing Hartman Arena Drive to Arena Drive.

Council Member Charley Davidson seconded the motion. Motion carried 6-0.

7. CONSIDER ORDINANCE CREATING SECTIONS 4-1001 THROUGH 4-1012 OF THE MUNICIPAL CODE ADOPTING THE 2020 EDITION OF THE NATIONAL ELECTRICAL CODE AND REPEALING SECTIONS 4-201 THROUGH 4-241 OF THE MUNICIPAL CODE.

City Attorney Doug Moshier stated this ordinance updates the City's electrical code. He stated the existing code is based upon the 2008 National Electrical Code. This ordinance would update it to the 2020 NEC revised addition.

Council Member Charley Davidson moved to approve Ordinance #1178-2023 an ordinance creating sections 4- 1001 through 4- 1012 of the Municipal Code of the City of Park City, Kansas, all relating to the Electrical Code; and repealing Sections 4-201 through 4-241 of the Municipal Code of the City of Park City, Kansas.

Council Member Jim Schroeder seconded the motion.

Roll Call

Council Member Charley Davidson	Yes	Council Member Tom Jones	Yes
Council Member George Glover	Absent	Council Member George Capps	Absent
Council Member Ben Saucedo	Yes	Council Member Brandi Baily	Yes
Council Member Charles Schwanke	Yes	Council Member Jim Schroeder	Yes

5. RECEIVE UPDATE ON CITY'S EMPLOYEE HEALTH INSURANCE PLAN.

City Administrator Sean Fox stated understanding that our employees are our most important/valued asset, Park City currently provides one of the most competitive employee health insurance plans available to municipalities.

Mr. Fox stated the City currently pays our employee's health insurance premium, as well as contributes to each of their Health Reimbursement Arrangement (HRAs) accounts. He stated an individual currently has a deductible of \$500 and a yearly maximum out-of-pocket expense of \$1,500.

Mr. Fox stated the City contribution to an individual's HRA is \$1000, so realistically, an individual's yearly maximum out-of-pocket is only \$500.

He stated for a family, their current deductible is \$1,500 with a yearly maximum out-of-pocket of \$3,000. Mr. Fox stated the City HRA contribution is \$2,000, so their true yearly maximum out-of-pocket is \$1,000.

Mr. Fox stated as a small group, with our current provider, these plans (deductibles and maximums) are no longer available.

He stated under the renewal plan, the individual plan will now have a \$1,000 deductible and a \$5,000 maximum out-of-pocket, and for families, those amounts are \$2,000 and \$10,000.

Mr. Fox stated although times have change and sometimes, we are forced to make tough financial decision, Park City made a financial commitment to each of our current employees when they were hired, and I would like and respectfully ask that we continue to honor that commitment.

He stated Staff is asking for Council's support in increasing the City's HRA contribution, ensuring each employee's maximum out-of-pocket remains the same. That equates to \$4,500 for individuals and \$9,000 for families. Other than two very small/minor changes in co-pays, this will ensure the same coverage and financial implication for our current employees.

Mr. Fox stated unfortunately, due to the rising costs of healthcare, regulatory uncertainty, and the changing needs and demographics of our employees, the current level of City participation is unsustainable for future employees and requires adjustments.

He stated for all future employees, Staff is asking to continue our current level of contribution of \$1,000 for individuals and \$2,000 for families, with the employee being responsible for the remainder.

A discussion ensued. Council Members asked what it would take to provide the \$4,500 HRA for individuals and \$9,000 for families for existing and new employees. Mr. Fox stated he would like to come up with a committee of one or two Council Members as well as staff and take a look at what the City will do next year. He stated he would like to meet after the first of the year.

Council Member Ben Saucedo moved to approve staff's recommendation.

Council Member Brandi Baily seconded the motion. Motion carried 4-3 (Council Member's Tom Jones, Charley Davidson, and Charles Schwanke voted nay. Mayor John Lehnerr voted yes).

GOVERNING BODY REPORTS

Council Member Brandi Baily stated the Chisholm Trail Utility Authority would meet Thursday October 26th at 4:30 pm.

Council Member Charles Schwanke stated he would like the City to do study of City signage.

ADJOURN

Council Member Ben Saucedo moved to Adjourn the meeting at 8:04 pm.

Council Member Charley Davidson seconded the motion. Motion carried 6-0.

John Lehnherr, Mayor

Attest:

Marlo Rugg, City Clerk

The foregoing minutes were considered at the November 28, 2023, meeting and approved with the following amendment_____.

The vote to approve the minutes_____.



Prepared By: Marlo Rugg, Administration AGENDA ITEM #2.

Summary:

Minutes of November 14, 2023 Regular Meeting.

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:

- [2023-1114 Minutes.pdf](#)

**MINUTES OF THE GOVERNING BODY OF
THE CITY OF PARK CITY, KANSAS
COUNCIL CHAMBERS – 1941 E. 61st STREET NORTH
November 14, 2023
REGULAR MEETING**

ROLL CALL

The following were present: Council Members Charley Davidson, George Glover, Charles Schwanke, Tom Jones, Brandi Baily and Jim Schroeder. Council Member Ben Saucedo and Mayor John Lehnerr was absent.

Also present:, City Clerk Marlo Rugg, City Administrator Sean Fox, Assistant City Administrator/Human Resources Manager Dana Walden, Police Chief Phil Bostian, Public Works Director Jeana Estep, and City Attorney Doug Moshier,

VISITORS

Ark Valley News
Terry Ford
Terry Osburn
Troy Hill

Crystal Taylo
Monty Patton
Jeff Stone
Jerri Hoffline

MEETING CALLED TO ORDER

The meeting was called to order by Council President Jim Schroeder at 7:00 pm. Council Member Charley Davidson gave the invocation and Council Member Charles Schwanke led the Pledge of Allegiance.

APPROVAL OF AGENDA

Council Member Charley Davidson moved to approve the agenda with the removal of agenda items five, six, seven, and eleven.

Council Member Brandi Baily seconded the motion. Motion carried 7-0.

AWARDS AND/OR PRESENTATIONS

PUBLIC FORUM

Park City Residents Monty Patton and Crystal Taylor addressed the Council about stray cats in their neighborhood. Mr. Patton stated that someone is feeding the stray cats and leaving trash

behind. He stated the motel across the street from his residence is collecting trash on the premises and the trash is accumulating in the neighbors' yards. City Administrator Sean Fox stated he would direct staff to look into these issues and get back with Mr. Patton and Ms. Taylor.

STAFF REPORTS

None.

CONSENT AGENDA

- 1. Minutes of October 10, 2023 Regular Meeting.**
- 2. Minutes of October 10, 2023 Special Meeting.**
- 3. Appropriations 1017-2023 with Addendums**
- 4. September Monthly Financials**
- 5. Authorize the Mayor to sign a three year renewal contract for the Predictive Index, LLC for the Hire and Inspire Subscription Plans in the amount of \$14,925 that will be invoiced on an annual basis of \$4,975.**
- 6. Approved invoice for K.E. Miller Engineering for survey, design, engineering and inspection of 12" waterline between 66th and 61st Street along the Valley Center Foodway in the amount of \$26,700.**

Council Member Charley Davidson moved to approve the Consent Agenda as presented.

Council Member Brandi Baily seconded the motion. Motion carried 7-0

NEW BUSINESS

- 1. DISCUSS AND CONSIDER APPROVAL OF PROPOSAL FROM SCHAEFER ARCHITECTURE.**

City Administrator Sean Fox stated a proposal was included in the Council's packet from Schaefer Architecture to assist in an exploratory phase for a new City pool. He stated Schaefer, in cooperation with Waters Edge Aquatic Design, will provide a plan, with images of amenity options, along with an opinion of probable cost, for consideration and public feedback.

Mr. Fox stated they will assist with the development of survey questions and materials, as well as provide a color rendering of a concept that depicts the preferred amenities and overall scope of the project.

Mr. Fox stated their tentative timeline is six weeks and includes compiling information for consideration and feedback, both City and public feedback and conceptual rendering development. The total cost of the study is \$9,800.

Council Member George Capps moved to approve the proposal from Schaefer Architecture in the amount of \$9,800 to be paid out of the General Fund Park Department.

Council Member Charley Davidson seconded the motion.

Council Member Brandi Baily asked if the proposal included the design and location of the new pool. Mr. Fox stated that the proposal was for Schaefer to come up with options and design concepts.

Motion carried 7-0.

2. DISCUSS AND CONSIDER 2023 SIDEWALK PACKAGE

Public Works Director Jeana Estep stated Council previously approved sidewalk locations for the 2023 Sidewalk Program to include the Ironstone Addition connection to the Grove parks, 61st Street from City Hall to Hydraulic Ave., and Hydraulic Ave. to Prairie Hills 4th Addition. She stated during the engineering and design phase for the Hydraulic Ave. portion staff discovered several complexities that would prohibit timely completion for 2023 funds. Ms. Estep stated Staff is proposing to continue working through design on Hydraulic Ave. but postponing the construction to be included in the 2024 Sidewalk Program. She stated in an effort to best utilize budgeted funds and continue to improve upon the overall system, staff is proposing to substitute with sidewalk installation in Prairie Wind Park. She stated the proposed sidewalk was identified as a recommendation in the approved Park Master Plan adopted in 2023. Ms. Estep stated Staff is seeking approval to adjust sidewalk locations for the 2023 Sidewalk Program and upon approval the sidewalks will be sent out for bids with a bid opening occurring on December 7th.

Council Member Charley Davidson asked what complexities staff faced. Ms. Estep stated the ditches and the utilities that have to be relocated.

Council Member George Glover asked for a time table for the completion of the 2023 sidewalk program. Ms. Estep stated the estimated completion date would be in the first quarter of 2024.

Council Member Charles Schwanke asked if the sidewalks would be the wide version. Ms. Estep stated the sidewalks would be six foot in width.

Council Member Charley Davidson moved to approve the 2023 Sidewalk Program revisions, to include the Ironstone Addition connection, Prairie Winds Park, and 61st Street from City Hall to Hydraulic Avenue to be paid from the Special Streets & Highway Fund.

Council Member Tom Jones seconded the motion. Motion carried 7-0.

3. DISCUSS AND CONSIDER RESOLUTION CONSENTING TO THE SUBORDINATION OF ITS INTEREST IN CONNECTION WITH TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2016.

City Attorney Doug Moshier stated in November 2016, Council approved Ordinance 1015-2016 authorizing the issuance of \$4M taxable IRBs for the construction of Central State Thermo King, now known as (CSTK, Inc.). He stated Park City Associates is the developer and leases the property to CSTK, Inc. Mr. Moshier stated the agreement allowed for a 53.5% property tax abatement and a Payment in Lieu of Taxes (PILOT) for the remaining 46.5% annual property tax.

Mr. Moshier stated CSTK is in the process of securing new/additional financing and this Resolution consents to the financing and subordinating the City's interest to the lender/bond holders.

Council Member Charley Davidson moved to approve Resolution #1183-2023 a resolution of the Governing Body of the City of Park City, Kansas, authorizing the City to consent to the subordination of its interest in connection with taxable industrial revenue bonds, Series 2016 (Park City Associates Project) of the City of Park City, Kansas.

Council Member Brandi Baily seconded the motion. Motion carried 7-0.

GOVERNING BODY REPORTS

Council Member Brandi Baily thanked the residents who came out and voted. She stated she is looking forward to serving another four years.

Council Member George Capps congratulated the winners of the recent election. Mr. Capps commended Mr. Jones for his service as a Council Member.

Council Member Tom Jones congratulated the newly elected Council Members.

Council Member Charles Schwanke stated he appreciated Mr. Jones and Mr. Capps' wisdom and experience.

Council Member George Glover stated gave kudos to Mr. Capps and Mr. Jones for the wisdom they provided while serving as Council Members. Mr. Glover stated United Way has programs to help those residents in need for Thanksgiving and Christmas. He stated anyone can dial 211 or go online at 211 Kansas.

Council Member Charley Davidson congratulated the newly elected Council Members. He stated he appreciated the leadership of Mr. Jones and Mr. Capps.

ADJOURN

Council Member Tom Jones moved to Adjourn the meeting at 7:28 pm.

Council Member Charley Davidson seconded the motion. Motion carried 7-0.

John Lehnherr, Mayor

Attest:

Marlo Rugg, City Clerk

The foregoing minutes were considered at the November 28, 2023, meeting and approved with the following amendment_____.

The vote to approve the minutes_____.



Prepared By: Marlo Rugg, Administration AGENDA ITEM #3.

Summary:

Appropriations 1019-2023 with Addendums

Background:

Fiscal Impact:

None

Staff Recommendation:

Attachments:

- [11-28-23 CITY COUNCIL APPROPRIATION REPORT.pdf](#)
- [AP Disbursement Report - 7409.pdf](#)
- [PO Status Report - 7410.pdf](#)

CITY OF PARK CITY
APPROPRIATION REPORT
11/09/2023 – 11/22/2023

OPEN PURCHASE ORDERS	\$4,996,287.28
APPROPRIATION	\$914,451.96

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-0003	EVERGY	1	6,788.71	N		
01-0011	KS DEPT OF REVENUE PAYROL	3	13,268.66	N		
01-0014	AIRGAS USA LLC	2	217.09	N		
01-0016	KANSAS STATE TREASURER	2	4,710.00	N		
01-0017	EVERGY	1	7,083.04	N		
01-0027	LEEKER'S FAMILY FOODS	1	4.99	N		
01-0047	MARK YSIDRO	3	431.25	Y		
01-0063	IRS PAYROLL TAXES	9	72,603.27	N		
01-0067	GREAT WEST FINANCIAL	2	2,575.45	N		
01-0072	HOME DEPOT	1	256.41	N		
01-0092	AFLAC	3	405.96	N		
01-0096	UNIFIRST CORPORATION	1	107.84	N		
01-0114	KPERS	8	27,742.67	N		
01-0136	WICHITA PUBLIC WORKS & UT	1	15,443.92	N		
01-0219	GALLS, LLC	17	2,488.31	N		
01-0298	KANSAS GAS SERVICE	1	903.78	N		
01-0313	CULLIGAN OF WICHITA	1	9.00	N		
01-0317	STRYV BANK	1	1,034.60	N		
01-0334	KANSAS ONE-CALL SYSTEM, I	1	330.00	N		
01-0373	BEAR TIRE INC	2	416.34	N		
01-0382	IMAGE QUEST	1	152.20	N		
01-0405	SEDGWICK COUNTY	1	3,535.10	N		
01-0430	QUILL LLC	3	348.06	N		
01-0438	LAUTZ LAW LLC	1	1,500.00	Y		
01-0499	COX COMMUNICATIONS	1	233.00	N		
01-0549	JOY K WILLIAMS	1	378.75	Y		
01-0556	KANSAS PAYMENT CENTER	1	160.15	N		

VENDOR SET: 01 City of Park City, KS

D I S B U R S E M E N T R E P O R T

BANK: ALL

VENDOR CLASS(ES): ALL CLASSES

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-0576	UNDERGROUND VAULT & STORA	3	1,185.46	N		
01-0600	CDWG, LLC	1	92.86	N		
01-0603	CARD SERVICES	1	10,684.66	N		
01-0635	KS DEPARTMENT OF REVENUE	1	3,862.83	N		
01-0658	MIDWEST TRUCK EQUIPMENT	1	25.50	N		
01-0659	MIDWEST OCCUPATIONAL MEDI	1	40.00	Y		
01-0694	LEXIPOL LLC	1	9,575.62	Y		
01-0710	TRAFFIC CONTROL SERVICES	2	1,084.00	N		
01-0713	IZAANK, INC.	1	156.00	N		
01-0868	ANDALE CONSTRUCTION	2	179,474.14	N		
01-0898	CORE & MAIN LP	1	1,308.58	N		
01-0936	QUADIENT LEASING MAILFINA	1	403.02	N		
01-0948	WILKS UNDERGROUND UTILITI	5	8,100.00	N		
01-1045	THE POLICE AND SHERIFFS P	1	17.60	N		
01-1050	FLUID EQUIPMENT	2	2,379.00	N		
01-1061	PEARSON CONSTRUCTION LLC	2	423,220.50	N		
01-1088	SEAN FOX	1	48.08	N		
01-1095	INTERNATIONAL ASSOCIATION	1	525.00	N		
01-1423	CRAMER MARKETING	1	1,816.51	N		
01-1441	ADT COMMERCIAL LLC	1	101.19	N		
01-1451	VERMEER GREAT PLAINS	1	1,270.15	N		
01-1455	WILSON & COMPANY INC	1	831.57	N		
01-1509	MUNICIPAL SUPPLY INC OF W	1	1,038.42	N		
01-1510	CONTINENTAL RESEARCH CORP	1	208.74	N		
01-1533	PEARSON MATERIALS, LLC	1	1,374.85	N		
01-1700	SECTOR C/O US BANK N.A.	2	1,347.84	N		
01-1710	CONVERGINT TECHNOLOGIES I	1	858.60	N		

VENDOR SET: 01 City of Park City, KS
VENDOR CLASS(ES): ALL CLASSES

SORTED BY VENDOR

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
=====							
01-1746	CASH	1	1,000.00		N		
01-1754	POWERDMS, INC	1	3,180.00		N		
01-1758	MATRIX CONSULTING GROUP L	1	2,920.00		N		
01-1762	AT&T MOBILITY	1	4,767.13		N		
01-1788	ENTERPRISE FM TRUST	2	63,377.19		N		
01-1799	WEX BANK	1	5,863.52		N		
01-1811	ASM ENGINEERING CONSULTAN	2	18,688.38		N		
01-1820	JACK AND SHERRY EVANS	1	329.97		N		
01-1845	ANTHONY P MORRIS	1	166.50		N		

***	REPORT TOTALS	***	119		914,451.96		

SELECTION CRITERIA

VENDOR SET: 01 City of Park City, KS

VENDOR: ALL

BANK: ALL

VENDOR CLASS(ES): ALL CLASSES

TRANSACTION SELECTION

REPORTING: PAID ITEMS

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 11/09/2023 THRU 11/22/2023	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

PRINT OPTIONS

REPORT SEQUENCE: VENDOR #

G/L EXPENSE DISTRIBUTION: NO

CHECK RANGE: 000000 THRU 999999

VENDOR SET: ALL

== SUMMARY REPORT ==

VENDORS : ALL

* = Sales Tax Included

PO #	REQ #	VENDOR #	VENDOR NAME	STAT DEPT	DATE	DATE LAST	ORDERED	RECEIVED	VARIANCE	OUTSTANDING
					ORDERED	RECEIVED				
21-04163	21-04163	01-1101	GOVERNMENT FINANC	P ADMIN	11/24/21	3/16/22	137,500.00	5,000.00		132,500.00
21-04176	21-04176	01-1622	GARVER	P ST&HWY	12/10/21	6/19/23	195,750.00	182,337.52		13,412.48
22-04197	22-04197	01-0948	WILKS UNDERGROUND	P WATER	1/12/22	11/15/23	158,000.00	149,720.00		8,280.00
22-04250	22-04250	01-1699	BAKER TILLY MUNIC	P ADMIN	6/15/22	10/17/23	10,000.00	3,000.00		7,000.00
22-04293	22-04293	01-1738	ABBOTT LAND SURVE	O ADMIN	10/27/22		7,100.00			7,100.00
22-04302	22-04302	01-0814	PEC	P ADMIN	11/18/22	7/05/23	15,500.00	11,052.50		4,447.50
22-04307	22-04307	01-1455	WILSON & COMPANY	P STRMWTR	12/15/22	5/11/23	112,900.00	47,735.00		65,165.00
22-04326	22-04326	01-1455	WILSON & COMPANY	P SEWER	12/31/22	11/13/23	3,300.00	1,154.70		2,145.30
22-04327	22-04327	01-1710	CONVERGINT TECHNO	P IT	12/31/22	11/16/23	15,583.86	5,939.06		5,564.70
23-04332	23-04332	01-1764	BUSCH AND ASSOCIA	O PD	1/27/23		76,800.00			76,800.00
23-04339	23-04339	01-0838	TYLER TECHNOLOGIE	P PD	3/02/23	6/06/23	30,925.00	18,925.00		12,000.00
23-04341	23-04341	01-1334	KSHSAA	O C & T	3/15/23		15,000.00			15,000.00
23-04344	23-04344	01-0630	K.E. MILLER ENGIN	P WATER	3/16/23	9/08/23	16,900.00	15,742.50		1,157.50
23-04345	23-04345	01-0630	K.E. MILLER ENGIN	P SEWER	3/16/23	9/08/23	13,900.00	8,805.00		5,095.00
23-04346	23-04346	01-0630	K.E. MILLER ENGIN	P SEWER	3/16/23	9/08/23	85,600.00	51,480.00		34,120.00
23-04347	23-04347	01-0630	K.E. MILLER ENGIN	P ST&HWY	3/16/23	9/08/23	54,300.00	35,849.20		18,450.80
23-04355	23-04355	01-1681	APEX EXCAVATING L	P SEWER	4/12/23	10/04/23	425,070.00	258,315.38		166,754.62
23-04356	23-04356	01-1681	APEX EXCAVATING L	P WATER	4/12/23	9/08/23	102,715.00	92,443.50		10,271.50
23-04357	23-04357	01-1681	APEX EXCAVATING L	P STRMWTR	4/12/23	10/04/23	72,566.00	62,191.73		10,374.27
23-04358	23-04358	01-1681	APEX EXCAVATING L	P ST&HWY	4/12/23	10/04/23	334,468.00	301,021.20		33,446.80
23-04360	23-04360	01-1050	FLUID EQUIPMENT	O SEWER	4/12/23		42,284.00			42,284.00
23-04377	23-04377	01-0948	WILKS UNDERGROUND	P WATER	6/28/23	9/18/23	122,360.00	93,380.00		28,980.00
23-04378	23-04378	01-0868	ANDALE CONSTRUCTI	P SEWER	6/28/23	11/02/23	421,205.46	379,084.90		42,120.56
23-04379	23-04379	01-0868	ANDALE CONSTRUCTI	P WATER	6/28/23	11/02/23	140,737.10	126,663.38		14,073.72
23-04380	23-04380	01-1695	SCHULTE SUPPLY IN	P WATER	7/13/23	11/02/23	2602,180.40	604,202.95		1997,977.45
23-04383	23-04383	01-1061	PEARSON CONSTRUCT	P ST&HWY	7/13/23	11/21/23	371,131.25	302,539.50		68,591.75
23-04384	23-04384	01-1061	PEARSON CONSTRUCT	P ST&HWY	7/13/23	11/21/23	155,857.50	120,681.00		35,176.50
23-04387	23-04387	01-0129	MOTOROLA SOLUTION	O PD	7/20/23		4,686.67			4,686.67
23-04388	23-04388	01-1809	HD ARMS LLC	O PD	7/20/23		6,722.04			6,722.04
23-04393	23-04393	01-1811	ASM ENGINEERING C	P ST&HWY	7/27/23	10/04/23	50,000.00	49,838.50		161.50
23-04394	23-04394	01-1811	ASM ENGINEERING C	P WATER	7/27/23	10/04/23	28,000.00	27,927.50		72.50
23-04395	23-04395	01-0630	K.E. MILLER ENGIN	P ST&HWY	7/27/23	8/01/23	68,000.00	34,000.00		34,000.00
23-04396	23-04396	01-0630	K.E. MILLER ENGIN	P SEWER	7/27/23	9/08/23	16,400.00	11,350.00		5,050.00
23-04397	23-04397	01-0630	K.E. MILLER ENGIN	P STRMWTR	7/27/23	9/08/23	37,800.00	22,425.00		15,375.00
23-04398	23-04398	01-0630	K.E. MILLER ENGIN	P WATER	7/27/23	8/01/23	24,000.00	12,000.00		12,000.00
23-04399	23-04399	01-0113	MIES CONSTRUCTION	P SEWER	7/27/23	11/06/23	235,022.50	195,882.75		39,139.75
23-04400	23-04400	01-0113	MIES CONSTRUCTION	P SEWER	7/27/23	10/04/23	102,810.00	88,467.75		14,342.25
23-04401	23-04401	01-0113	MIES CONSTRUCTION	P WATER	7/27/23	10/04/23	113,572.00	101,832.30		11,739.70
23-04402	23-04402	01-0113	MIES CONSTRUCTION	P ST&HWY	7/27/23	11/06/23	407,529.18	200,215.69		207,313.49
23-04403	23-04403	01-1177	IWORQ	O P.W.	7/27/23		10,975.00			10,975.00
23-04405	23-04405	01-0542	APAC KANSAS, INC	P ST&HWY	8/09/23	11/02/23	609,030.00	548,127.00		60,903.00
23-04408	23-04408	01-1115	SHELLEY ELECTRIC	O SEWER	8/24/23		386,720.00			386,720.00
23-04409	23-04409	01-1017	AIR CAPITOL CONST	O SEWER	8/24/23		43,895.90			43,895.90
23-04412	23-04412	01-1340	KANSAS COLLEGIATE	O C & T	9/13/23		15,000.00			15,000.00
23-04414	23-04414	01-1050	FLUID EQUIPMENT	O SEWER	9/13/23		39,446.60			39,446.60
23-04415	23-04415	01-1050	FLUID EQUIPMENT	O SEWER	9/13/23		1,700.00			1,700.00

VENDOR SET: ALL

== SUMMARY REPORT ==

VENDORS : ALL

* = Sales Tax Included

PO #	REQ #	VENDOR #	VENDOR NAME	STAT DEPT	DATE ORDERED	DATE LAST RECEIVED	ORDERED	RECEIVED	VARIANCE	OUTSTANDING
23-04416	23-04416	01-0113	MIES CONSTRUCTION	P SEWER	9/13/23	10/04/23	15,187.00	13,668.30		1,518.70
23-04417	23-04417	01-0113	MIES CONSTRUCTION	P WATER	9/13/23	11/06/23	1,350.00	1,215.00		135.00
23-04418	23-04418	01-1050	FLUID EQUIPMENT	O SEWER	9/15/23		3,332.00			3,332.00
23-04420	23-04420	01-0418	AXON ENTERPRISE,	O PD	10/05/23		17,979.98			17,979.98
23-04421	23-04421	01-1830	BARKLEY CONSTRUCT	O ADMIN	10/11/23		304,366.20			304,366.20
23-04423	23-04423	01-1061	PEARSON CONSTRUCT	O ST&HWY	10/11/23		18,360.00			18,360.00
23-04424	23-04424	01-1788	ENTERPRISE FM TRU	O PD	10/20/23		124,363.14			124,363.14
23-04426	23-04426	01-0868	ANDALE CONSTRUCTI	P STREET	10/25/23	11/22/23	687,499.92	121,635.60		565,864.32
23-04427	23-04427	01-0868	ANDALE CONSTRUCTI	P WATER	10/25/23	11/22/23	142,500.08	57,838.54		84,661.54
23-04428	23-04428	01-1811	ASM ENGINEERING C	P STREET	10/25/23	11/21/23	35,500.00	12,634.38		22,865.62
23-04429	23-04429	01-1811	ASM ENGINEERING C	P WATER	10/25/23	11/21/23	20,500.00	6,054.00		14,446.00
23-04430	23-04430	01-1846	SCHAEFER ARCHITEC	O PARK	11/15/23		9,800.00			9,800.00
23-04431	23-04431	01-1788	ENTERPRISE FM TRU	P PD	11/15/23	11/15/23	122,123.86	61,061.93		61,061.93

REPORT TOTALS:	PO'S	ORDERED	RECEIVED	VOIDED	VARIANCE	BALANCE
OUTSTANDING	18	1,128,531.53	0.00	0.00	0.00	1,128,531.53
PARTIAL	41	8,315,274.11	4,443,438.26	4,080.10	0.00	3,867,755.75
RECEIVED	0	0.00	0.00	0.00	0.00	0.00
COMPLETED	0	0.00	0.00	0.00	0.00	0.00
VOIDED	0	0.00	0.00	0.00	0.00	0.00

** TOTALS **	59	9,443,805.64	4,443,438.26	4,080.10	0.00	4,996,287.28

SELECTION CRITERIA

VENDOR SET: ALL

RANGE OPTIONS

VENDORS : ALL
PO NUMBERS: ALL
ISSUE DATE: 1/01/2019 THRU 99/99/9999
G/L ACCT #: ALL

REPORT OPTIONS

DEPT: All
REPORT TYPE: SUMMARY
REPORT SEQUENCE: PO NO#

STATUS: OUTSTANDING
 PARTIAL
 RECEIVED

*** END OF REPORT ***



Prepared By: Marlo Rugg, Administration AGENDA ITEM #4.

Summary:
October Monthly Financials

Background:

Fiscal Impact:

Staff Recommendation:

Attachments:

- [OCTOBER 2023 WATER SEWER TRASH FINANCIAL STMT.pdf](#)
- [OCTOBER 2023 EXPENSE REPORT.pdf](#)

City of Park City
Utility Fund Revenue & Expense Report

2022 WATER

		8%	17%	25%	33%	42%	50%	58%	67%	75%	83%		
DEPARTMENT	BUDGET	JAN YTD	FEB YTD	MAR YTD	APR YTD	MAY YTD	JUN YTD	JUL YTD	AUG YTD	SEP YTD	OCT YTD	%	BUDGET BALANCE
Revenues	\$ 1,739,850	\$ 241,202	\$ 378,515	\$ 538,823	\$ 679,967	\$ 901,063	\$ 1,087,504	\$ 1,342,787	\$ 1,667,897	\$ 1,918,209	\$ 2,161,218	124%	\$ (421,368)
Expenses	\$ 2,191,175	\$ 330,398	\$ 482,174	\$ 662,781	\$ 829,687	\$ 962,244	\$ 1,076,195	\$ 1,181,793	\$ 1,356,515	\$ 1,522,322	\$ 1,664,479	76%	\$ 526,696
Transfers**	\$ 48,259	\$ 48,259	\$ 48,259	\$ 48,259	\$ 48,259	\$ 48,259	\$ 48,259	\$ 48,259	\$ 48,259	\$ 48,259	\$ 48,259	100%	\$ -
NET	\$ (499,584)	\$ (137,455)	\$ (151,918)	\$ (172,217)	\$ (197,979)	\$ (109,440)	\$ (36,950)	\$ 112,735	\$ 263,123	\$ 347,628	\$ 448,479		

*Transfers are to Fund 606 Utility CIP/CEF & to Fund 015 Capital Equipment Fund.

*The full amount of all budgeted transfers were posted in January.

2023 WATER

		8%	17%	25%	33%	42%	50%	58%	67%	75%	83%		
DEPARTMENT	BUDGET	JAN YTD	FEB YTD	MAR YTD	APR YTD	MAY YTD	JUN YTD	JUL YTD	AUG YTD	SEP YTD	OCT YTD	%	BUDGET BALANCE
Revenues	\$ 2,368,600	\$ 173,711	\$ 326,854	\$ 501,577	\$ 699,580	\$ 899,558	\$ 1,110,695	\$ 1,375,031	\$ 1,627,759	\$ 1,932,050	\$ 2,162,793	91%	\$ 205,807
Expenses	\$ 2,371,789	\$ 223,196	\$ 367,315	\$ 501,936	\$ 660,931	\$ 767,916	\$ 990,517	\$ 1,145,915	\$ 1,295,510	\$ 1,473,932	\$ 1,625,688	69%	\$ 746,101
Transfers**	\$ 35,500	\$ 35,500	\$ 35,500	\$ 35,500	\$ 35,500	\$ 35,500	\$ 35,500	\$ 35,500	\$ 35,500	\$ 35,500	\$ 35,500	100%	\$ -
NET	\$ (38,689)	\$ (84,984)	\$ (75,961)	\$ (35,858)	\$ 3,149	\$ 96,142	\$ 84,678	\$ 193,615	\$ 296,750	\$ 422,619	\$ 501,605		

*Transfers are to Fund 606 Utility CIP/CEF & to Fund 015 Capital Equipment Fund.

*The full amount of all budgeted transfers were posted in January.

2022 SEWER

		8%	17%	25%	33%	42%	50%	58%	67%	75%	83%		
DEPARTMENT	BUDGET	JAN YTD	FEB YTD	MAR YTD	APR YTD	MAY YTD	JUN YTD	JUL YTD	AUG YTD	SEP YTD	OCT YTD	%	BUDGET BALANCE
Revenues	\$ 1,344,500	\$ 115,942	\$ 224,693	\$ 346,435	\$ 463,986	\$ 602,438	\$ 752,434	\$ 905,090	\$ 1,056,974	\$ 1,216,860	\$ 1,370,675	102%	\$ (26,175)
Expenses	\$ 2,103,603	\$ 83,528	\$ 204,557	\$ 372,848	\$ 497,502	\$ 656,420	\$ 754,243	\$ 845,372	\$ 953,739	\$ 1,177,134	\$ 1,280,990	61%	\$ 822,613
Transfers**	\$ 48,259	\$ 48,259	\$ 48,259	\$ 48,259	\$ 48,259	\$ 48,259	\$ 48,259	\$ 48,259	\$ 48,259	\$ 48,259	\$ 48,259	100%	\$ -
NET	\$ (807,362)	\$ (15,846)	\$ (28,123)	\$ (74,672)	\$ (81,775)	\$ (102,240)	\$ (50,069)	\$ 11,459	\$ 54,976	\$ (8,533)	\$ 41,426		

*Transfers are to Fund 606 Utility CIP/CEF & to Fund 015 Capital Equipment Fund.

*The full amount of all budgeted transfers were posted in January.

2023 SEWER

		8%	17%	25%	33%	42%	50%	58%	67%	75%	83%		
DEPARTMENT	BUDGET	JAN YTD	FEB YTD	MAR YTD	APR YTD	MAY YTD	JUN YTD	JUL YTD	AUG YTD	SEP YTD	OCT YTD	%	BUDGET BALANCE
Revenues	\$ 1,915,000	\$ 154,270	\$ 305,514	\$ 456,577	\$ 619,130	\$ 771,925	\$ 927,988	\$ 1,093,781	\$ 1,252,383	\$ 1,419,826	\$ 1,577,193	82%	\$ 337,807
Expenses	\$ 2,215,230	\$ 102,842	\$ 243,169	\$ 305,095	\$ 464,600	\$ 559,428	\$ 648,030	\$ 759,210	\$ 1,023,892	\$ 1,182,261	\$ 1,273,168	57%	\$ 942,062
Transfers**	\$ 35,500	\$ 35,500	\$ 35,500	\$ 35,500	\$ 35,500	\$ 35,500	\$ 35,500	\$ 35,500	\$ 35,500	\$ 35,500	\$ 35,500	100%	\$ -
NET	\$ (335,730)	\$ 15,928	\$ 26,845	\$ 115,982	\$ 119,030	\$ 176,997	\$ 244,458	\$ 299,070	\$ 192,991	\$ 202,065	\$ 268,525		

*Transfers are to Fund 606 Utility CIP/CEF & to Fund 015 Capital Equipment Fund.

*The full amount of all budgeted transfers were posted in January.

2022 TRASH

		8%	17%	25%	33%	42%	50%	58%	67%	75%	83%		
DEPARTMENT	BUDGET	JAN YTD	FEB YTD	MAR YTD	APR YTD	MAY YTD	JUN YTD	JUL YTD	AUG YTD	SEP YTD	OCT YTD	%	BUDGET BALANCE
Revenues	\$ 566,740	\$ 48,657	\$ 97,864	\$ 147,488	\$ 197,235	\$ 247,442	\$ 297,603	\$ 347,813	\$ 397,783	\$ 448,245	\$ 498,642	88%	\$ 68,098
Expenses	\$ 589,150	\$ 45,166	\$ 93,294	\$ 141,259	\$ 189,339	\$ 238,540	\$ 287,484	\$ 336,949	\$ 386,025	\$ 436,123	\$ 486,986	83%	\$ 102,164
NET	\$ (22,410)	\$ 3,491	\$ 4,571	\$ 6,228	\$ 7,896	\$ 8,902	\$ 10,119	\$ 10,863	\$ 11,758	\$ 12,122	\$ 11,656		

2023 TRASH

		8%	17%	25%	33%	42%	50%	58%	67%	75%	83%		
DEPARTMENT	BUDGET	JAN YTD	FEB YTD	MAR YTD	APR YTD	MAY YTD	JUN YTD	JUL YTD	AUG YTD	SEP YTD	OCT YTD	%	BUDGET BALANCE
Revenues	\$ 543,500	\$ 50,123	\$ 100,771	\$ 151,035	\$ 200,996	\$ 252,963	\$ 304,889	\$ 356,397	\$ 408,152	\$ 459,679	\$ 511,498	94%	\$ 32,002
Expenses	\$ 621,747	\$ 49,053	\$ 100,015	\$ 151,600	\$ 202,672	\$ 253,767	\$ 304,916	\$ 355,866	\$ 407,341	\$ 458,407	\$ 509,464	82%	\$ 112,283
NET	\$ (78,247)	\$ 1,069	\$ 756	\$ (565)	\$ (1,676)	\$ (803)	\$ (28)	\$ 530	\$ 812	\$ 1,272	\$ 2,034		

CITY OF PARK CITY
2023 GENERAL FUND EXPENDITURE REPORT
AS OF 10/31/2023

		8%		17%		25%		33%		42%		50%		58%		67%		75%		83%		
DEPARTMENT	BUDGET	JAN YTD	%	FEB YTD	%	MAR YTD	%	APR YTD	%	MAY YTD	%	JUN YTD	%	JUL YTD	%	AUG YTD	%	SEP YTD	%	OCT YTD	%	BUDGET BALANCE
Administration	\$ 1,592,037	\$ 47,812	3%	\$ 116,156	7%	\$ 209,071	13%	\$ 490,618	31%	\$ 598,768	38%	\$ 668,083	42%	\$ 745,962	47%	\$ 841,117	53%	\$ 718,298	45%	\$ 794,004	50%	\$ 798,033
Court	\$ 295,832	\$ 22,682	8%	\$ 52,464	18%	\$ 80,335	27%	\$ 96,396	33%	\$ 126,399	43%	\$ 157,284	53%	\$ 179,744	61%	\$ 215,526	73%	\$ 243,375	82%	\$ 269,554	91%	\$ 26,278
Governing Body	\$ 284,179	\$ 11,417	4%	\$ 20,074	7%	\$ 29,996	11%	\$ 51,361	18%	\$ 74,190	26%	\$ 81,742	29%	\$ 89,943	32%	\$ 119,478	42%	\$ 134,438	47%	\$ 140,257	49%	\$ 143,922
Human Resources	\$ 285,354	\$ 18,896	7%	\$ 40,554	14%	\$ 63,218	22%	\$ 72,507	25%	\$ 89,364	31%	\$ 102,483	36%	\$ 115,092	40%	\$ 132,427	46%	\$ 148,874	52%	\$ 165,586	58%	\$ 119,768
Police	\$ 3,046,102	\$ 249,154	8%	\$ 449,818	15%	\$ 728,462	24%	\$ 890,004	29%	\$ 1,122,588	37%	\$ 1,319,809	43%	\$ 1,512,210	50%	\$ 1,743,059	57%	\$ 2,047,694	67%	\$ 2,260,119	74%	\$ 785,983
Code Enforcement	\$ 333,528	\$ 16,367	5%	\$ 32,422	10%	\$ 51,207	15%	\$ 63,668	19%	\$ 93,201	28%	\$ 114,351	34%	\$ 136,446	41%	\$ 163,699	49%	\$ 187,416	56%	\$ 201,689	60%	\$ 131,839
Legal	\$ 84,132	\$ 3,997	5%	\$ 10,449	12%	\$ 19,982	24%	\$ 26,121	31%	\$ 32,485	39%	\$ 39,208	47%	\$ 45,612	54%	\$ 55,038	65%	\$ 62,731	75%	\$ 69,699	83%	\$ 14,433
Building Inspection	\$ 316,231	\$ 14,661	5%	\$ 33,526	11%	\$ 59,388	19%	\$ 73,716	23%	\$ 96,546	31%	\$ 116,712	37%	\$ 139,046	44%	\$ 167,216	53%	\$ 196,433	62%	\$ 218,038	69%	\$ 98,193
Planning	\$ 130,081	\$ 10,809	8%	\$ 17,882	14%	\$ 32,910	25%	\$ 44,085	34%	\$ 56,733	44%	\$ 68,571	53%	\$ 80,958	62%	\$ 94,319	73%	\$ 106,598	82%	\$ 117,171	90%	\$ 12,910
Pride	\$ 4,720	\$ 437	9%	\$ 970	21%	\$ 1,313	28%	\$ 1,627	34%	\$ 1,855	39%	\$ 2,053	43%	\$ 2,334	49%	\$ 2,610	55%	\$ 3,444	73%	\$ 3,667	78%	\$ 1,053
Senior Center	\$ 126,878	\$ (33,878)	-27%	\$ (25,718)	-20%	\$ (13,567)	-11%	\$ (3,270)	-3%	\$ 49,890	39%	\$ 59,441	47%	\$ 70,261	55%	\$ 81,634	64%	\$ 96,186	76%	\$ 105,981	84%	\$ 20,897
Information Technology	\$ -	\$ (246,267)	0%	\$ (218,874)	0%	\$ (197,599)	0%	\$ (169,556)	0%	\$ (149,253)	0%	\$ (119,276)	0%	\$ (96,249)	0%	\$ (63,380)	0%	\$ (37,383)	0%	\$ (8,650)	0%	\$ 8,650
Maintenance	\$ -	\$ (230,035)	0%	\$ (207,871)	0%	\$ (185,153)	0%	\$ (171,864)	0%	\$ (157,181)	0%	\$ (150,182)	0%	\$ (140,606)	0%	\$ (137,975)	0%	\$ (128,244)	0%	\$ (124,117)	0%	\$ 124,117
Parks	\$ 1,098,809	\$ (50,180)	-5%	\$ (843)	0%	\$ 53,246	5%	\$ 81,132	7%	\$ 139,568	13%	\$ 189,857	17%	\$ 236,819	22%	\$ 319,364	29%	\$ 380,766	35%	\$ 422,608	38%	\$ 676,201
Community Building	\$ 13,900	\$ 314	2%	\$ 639	5%	\$ 879	6%	\$ 1,075	8%	\$ 1,275	9%	\$ 1,502	11%	\$ 1,715	12%	\$ 1,970	14%	\$ 2,539	18%	\$ 2,728	20%	\$ 11,172
Transfer Out	\$ 2,558,345	\$ 1,808,345	71%	\$ 1,808,345	71%	\$ 1,808,345	71%	\$ 1,808,345	71%	\$ 1,808,345	71%	\$ 1,808,345	71%	\$ 1,808,345	71%	\$ 1,808,345	71%	\$ 1,808,345	71%	\$ 1,808,345	71%	\$ 750,000
Totals	\$ 10,170,128	\$ 1,644,530	16%	\$ 2,129,991	21%	\$ 2,742,033	27%	\$ 3,355,964	33%	\$ 3,984,773	39%	\$ 4,459,982	44%	\$ 4,927,633	48%	\$ 5,544,446	55%	\$ 5,971,510	59%	\$ 6,446,679	63%	\$ 3,723,449

*The full amount of all budgeted transfers were posted in January.



Prepared By: Jeana Estep, Public Works AGENDA ITEM #5.

Summary:

Approve change order from Pearson Construction for 2023 Street Rehabilitation Program

Background:

Pearson Construction was awarded the contract for the Nova Chip and 2" mill & overlay as part of the 2023 Street Rehabilitation program. During work on the Nova Chip for 85th Street North, additional milling was required due to the thickness of several overlays previously done on the road. Additional milling ensured we received the best result for this overlay as well as future overlays. Due to the increased milling, additional surface was required. Staff is recommending approval of the change order from Pearson Construction in the amount of \$13,668.00.

Fiscal Impact:

Staff Recommendation:

Attachments:

- [Pearson change order request 2023 rehab.pdf](#)



November 16, 2023

City of Park City
1941 E. 61st St. N
Park City, KS 67219

RE: 85th St. North Pavement Rehabilitation

To whom it may concern:

Pearson Construction LLC requests a change order for the following on the above project:

1724 SY of Additional Milling	\$12,068.00
8 Tons of Additional Surface	\$1,600.00

Sincerely,

Pearson Construction LLC
Tyler Stevenson



Prepared By: Marlo Rugg, Administration AGENDA ITEM #6.

Summary:

Approve Expenditures of Transient Guest Tax as Recommended by the Convention & Tourism Board: (1) Sponsorship of Wichita Toy Run for an additional, \$3,612 to be paid out of the 2023 Budget:(2) Sponsorship of the PRCA Rodeo at Hartman Arena, \$13,000, from the 2023 Budget: (3) Sponsorship of Wichita Wings, \$15,000, from the 2023 Budget.: (4) KCAC Men's and Women's Basketball Championships, \$500.

Background:

Fiscal Impact:

Council Member _____ moved to approve the Consent Agenda as presented.

Council Member _____ seconded the motion.

Staff Recommendation:



Prepared By: Sean Fox, Administration AGENDA ITEM #7.

Summary:

Approved payment of invoices for design, engineering, project management, construction and inspection of Air Cap Drive and adjacent 12" waterline in the amount of \$2,551,609.75 to be paid for out of the Capital Projects Fund.

Background:

In February 2022, Council approved Resolution 1107 authorizing improvements to Air Cap Drive, with a petition amount of \$4,297,000 and an estimated construction cost of \$3,991,000.

This project was constructed and inspected in accordance with city standards, plans and specifications prepared or approved by the City Engineer, but was managed and overseen by the Developers of the adjacent property. The Developers are now seeking acceptance of their dedication and reimbursement for project costs. Staff has received copies of bids, contracts, invoices and lien releases from all parties. Reimbursement of costs are as follows:

Engineering

Design, construction engineering & inspection	-	\$407,937.60
-----------------------------------------------	---	--------------

Construction

Original contract paving, stormwater and waterline	-	\$1,689,613.79
----------------------------------------------------	---	----------------

Change Orders	-	\$94,058.36
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Project Management	-	<u>\$360,000.00</u>
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Total		\$2,551,609.75
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Fiscal Impact:

To be paid for out of Capital Project Fund.

Staff Recommendation:

Staff recommends approval.



Prepared By: Sean Fox, Administration AGENDA ITEM #8.

Summary:

DISCUSS AND CONSIDER A RESOLUTION AMENDING THE TERMS AND AN ORDINANCE AUTHORIZING TAXABLE INDUSTRIAL REVENUE BONDS TO MUNDS PROPERTIES LLC. (SARAH STEELE)

Background:

In June 2022, Munds Properties LLC made application for property tax exemption for economic development purposes, with the intention to building and equipping a new facility located on 77th and Broadway. It was estimated the project would create a total of 64 new full-time employees (FTEs) in the next ten years, with above county average wages. They has completed the required Tax Abatement Cost-Benefit Analysis, and based on a 100% abatement, projects a positive benefit to cost ratio of 1.61. Since that time, the costs of the project have increased beyond the amount supported by the original Resolution of Intent. Attached updated Cost Benefit Analysis reflecting the increase and an updated Resolution.

Given an updated/increased capital investment of \$6.8M (original was \$5M), 10-year projection of property taxes for all taxing entities equals \$2.55M, absent administrative and issuance costs of an IRB.

Pending approval of the updated Resolution, the accompanying Ordinance authorizes the issuance of the bonds.

Fiscal Impact:

The property is currently assessed as agricultural as part of a larger tract with an appraised value of \$110, an assessed value of \$33.

Staff Recommendation:

Public Hearing:

Attachments:

- [1126-2022 Munds IRB.pdf](#)
- [CBA Munds Revised 08292023.pdf](#)
- [1184-2023 Munds IRB.pdf](#)
- [1180-2023 Munds IRB.pdf](#)

RESOLUTION NO. 1126-2022

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF PARK CITY, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Park City, Kansas (the "Issuer") desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Park City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the Issuer is authorized to issue revenue bonds for such purposes, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds of the Issuer in a principal amount not to exceed \$5,000,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of a commercial facility (the "Project") to be located in the Issuer and to be leased by the Issuer to Munds Properties, LLC, a Kansas limited liability company (the "Tenant"), for further sublease to Munds Companies, LLC or another legal entity to be formed by the principals of Munds Companies, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PARK CITY, KANSAS:

Section 1. **Public Purpose.** The governing body of the Issuer hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the Issuer, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas.

Section 2. **Authorization to Acquire Project; Intent to Issue Bonds.** The Issuer is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in a principal amount not to exceed \$5,000,000 (the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. **Conditions to Issuance of Bonds.** The issuance of the Bonds is subject to: (a) the passage of an ordinance authorizing the issuance of the Bonds; (b) the successful negotiation of a Bond Agreement, Site Lease, Project Lease or other legal documents necessary to accomplish the issuance of the Bonds, the terms of which shall be in compliance with the Act and mutually satisfactory to the Issuer and the Tenant; (c) the successful negotiation and sale of the Bonds to a purchaser or purchasers yet to be determined (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the Issuer; (d) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the Issuer, the Tenant and the Purchaser; (e) the obtaining of all necessary governmental approvals to the issuance of the Bonds; (f) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the

Bonds, including, but not limited to: (i) expenses of the Issuer and the Issuer counsel; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals; and (g) the satisfactory negotiation of an agreement with the Tenant relating to the payment or exemption of all or a portion of property taxes assessed against the Project after issuance of the Bonds.

Section 4. Property Tax Exemption and Payment in Lieu of Taxes. The Issuer hereby determines that pursuant to the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be exempt from payment of ad valorem property taxes for ten years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; and (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*. In making such determination the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by K.S.A. 12-1749d. The Tenant is responsible for preparing such application and providing the same to the Issuer for its review and submission to the State Board of Tax Appeals. The Issuer reserves the right to negotiate a payment in lieu of taxes so exempted, to be made by the Tenant.

Section 5. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq.* (the “Sales Tax Act”), particularly 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 6. Reliance by Tenant; Limited Liability of Issuer. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days (excluding the cost of the land) prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the Issuer from the Project and not from any other fund or source. The Issuer shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the Issuer shall have no liability to the Tenant.

Section 7. Further Action. The Clerk is hereby authorized to deliver an executed copy of this Resolution to the Tenant. The Mayor, Clerk and other officials and employees of the Issuer, including the Issuer’s counsel and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property; and (b) execution on behalf of the Issuer of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act.

Section 8. Effective Date. This resolution shall become effective upon adoption by the Governing Body.

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ADOPTED by the governing body of the City of Park City, Kansas on July 26, 2022.

[SEAL]

Mayor

Attest:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on July 26, 2022, as the same appears of record in my office.

DATED: July 26, 2022.

Clerk

A Tax Abatement Cost-Benefit Analysis of Munds Companies, Inc. for the City of Park City

Completed by
Municipal Consulting, LLC
8/29/2023

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ABOUT THIS REPORT:

This report uses data that was collected from the firm involved and budget reports from each of the taxing entities where the project is to be located. This data is summarized on pages 4 and 5. In addition, various calculations were applied to the data using rates and information gathered from the current economic and financial conditions, as well as data published by the Kansas Department of Revenue.

DEFINITIONS USED:

- **Rate of Return:** Incentives and tax abatements granted by the taxing entities are equivalent to a public investment in the firm. Comparing these investments to the various benefits received over the 10-year project period by the public entity produces an average annual rate of return for the period. Generally, a rate of return that exceeds the entity's cost of capital would be considered a favorable investment.
- **Net Present Value:** This is the amount that a future series of payments is worth today, given an assumed discount rate. The only way to accurately compare payments to be made or received in the future to the dollar value at present is with Net Present Value. Generally a positive net present value represents an acceptable investment opportunity.
- **Benefit - Cost Ratio:** Typically referred to as the "Cost-Benefit Ratio," this is the ratio of the public entity benefits received over the 10-year project life to the public costs incurred over the same period. If the ratio is above 1.0, then the benefits exceed the costs, and if it is less than 1.0, the costs exceed the benefits. Generally, a public entity would like to have a Benefit-to-Cost ratio of 1.3 or better in order to grant a tax abatement and/or other incentives. However, the governing body may take into account the other economic benefits of the project in making that decision.

DISCLAIMER:

This report is prepared using a variety of assumptions regarding discount rate, inflation rate, and other economic variables. It also uses information submitted by the firm based on its best estimates of what they expect to occur in the next decade. Future business results and economic factors are not and cannot be guaranteed. Therefore, we provide no guarantee on the future performance of the firm, or that conditions within the taxing entities will remain as they are today. The governing body should make its decision on the best information presented, while fully recognizing that future performance could be substantially different.

COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

Taxing Entity	Benefit to Cost Ratio	Average Return on Investment
City of Park City	1.45	5%
Sedgwick County	1.76	8%
Valley Center USD 262	3.86	29%
Sedgwick County Fire Dist.	1.24	2%
State of Kansas	11.87	109%

Each of the taxing entities has a positive benefit-to-cost ratio. This report assumes that the City of Park City will approve a 100% property tax abatement for 10 years. This report assumes that the firm will obtain a sales tax exemption on construction materials and that the existing sales tax rates for the city, county and state will remain the same. The projected average wage is 180% of the county average so we have adjusted per capita spending figures by a proportionate amount.

If you have any questions or comments, you may reach me with the contact information below.

R. Steven Robb, Sole Owner
Municipal Consulting, LLC
Cell: 620-704-6495 E-Mail: steverobb@ckt.net
2207 N. Free King Hwy, Pittsburg, KS 66762-8418

COST-BENEFIT ANALYSIS PROJECT SUMMARY			
PROJECT NAME:	Munds Companies, Inc.		
DATE:		8/29/2023	
GOVERNMENTAL ENTITIES INVOLVED:			
CITY:		City of Park City	
COUNTY:		Sedgwick County	
SCHOOL DISTRICT:		Valley Center USD 262	
SPECIAL TAXING DISTRICT #1		Sedgwick County Fire Dist.	
STATE:		State of Kansas	
INFLATION RATE:	0.022	DEFAULT DISCOUNT RATE:	0.0725

PROJECT SUMMARY: Construction of a new 20,000 sq. ft, commercial building. The project is estimated to create a total of 64 jobs in the next ten years. The project will be located at Broadway and 77th Street North.

Munds Companies, Inc.

Community Data Inputs:					
	City of Park City	Sedgwick County	Valley Center USD 262	Sedgwick County Fire Dist.	State
Mill Levy	44.459000	29.368000	65.394000	17.912000	1.500
Sales Tax	0.000%	1.000%	n/a	n/a	6.50%
Transient Guest Tax	6.00%	5.00%	n/a	n/a	n/a
Utility Revenue/HsHld	\$158.09	n/a	n/a	n/a	n/a
Franchise Fees/HsHld	\$169.62	n/a	n/a	n/a	n/a
Other Revenues/Res.	\$233.39	\$135.27	n/a	\$139.39	\$2,462.21
Marg. Cost/Res./Student	\$88.38	\$51.06	\$1,313.18	\$12.65	\$942.66
Other Revenues/Worker	\$216.29	\$125.36	n/a	\$129.18	\$2,086.08
Marginal Cost/New Worker	\$80.05	\$47.32	n/a	\$11.73	\$798.66
State Funding/Pupil	n/a	n/a	\$10,443.28	n/a	\$10,800
Fed/Local Funding per pupil	n/a	n/a	\$2,688.54	n/a	\$6,197
Visitor Daily Spending	\$50.00	\$50.00			\$75.00
Average Hotel Room Rate	\$100	\$100		Total Mill Levy	n/a
Retail Pull Factor	1.23	1.13		158.633	n/a
Percent of County Share	1.50%	100.00%			n/a
Ann. Local Per Capita Sales/Use Tax	\$0	\$200			n/a
Ann. State Per Capita Sales/Use Tax	\$1,302	\$1,172			\$1,779
Annual Per Capita Retail Sales	\$16,288	\$15,956			\$27,367
Average Household Size	2.80	2.57			2.49
Avg. Wage-All Occupations	N/A	\$46,080			\$52,850

Munds Companies, Inc.

Firm Data Inputs:				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
Investment in Land				\$400,000										\$400,000
Investment in Building Construction				\$5,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,800,000
Investment in FFE				\$250,000	\$0	\$0								\$250,000
Other Project Costs*				\$350,000										\$350,000
Total Project Investment				\$6,800,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,800,000
Sales Tax Exemption Incentive				City Sales Tax Exemption:		\$0	County Sales Tax Exemption:		\$24,200	State Sales Tax Exemption:		\$195,325		\$219,525
		Growth	Const. Per.	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Total
Sales		0.00%		\$14,657,000	\$19,235,000	\$21,488,000	\$25,322,000	\$28,546,000	\$29,260,000	\$29,992,000	\$30,741,000	\$31,510,000	\$32,298,000	\$263,049,000
Purchases		0.00%		\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$500,000
Net Hshld. Utility Revenue		3.00%	\$0	\$3,857	\$4,103	\$4,361	\$4,630	\$4,911	\$5,132	\$5,361	\$5,600	\$5,848	\$6,106	\$49,908
Net Firm Utility Revenue		3.00%	\$0	\$2,927	\$3,015	\$3,105	\$3,199	\$3,295	\$3,393	\$3,495	\$3,600	\$3,708	\$3,819	\$33,557
Household Franchise Taxes		3.00%	\$0	\$4,139	\$4,403	\$4,679	\$4,967	\$5,269	\$5,506	\$5,752	\$6,008	\$6,274	\$6,551	\$53,546
Firm Franchise Taxes		3.00%	\$0	\$4,350	\$4,481	\$4,615	\$4,753	\$4,896	\$5,043	\$5,194	\$5,350	\$5,510	\$5,676	\$49,868
New Employees			0	51.0	2.0	2.0	2	2	1	1	1	1	1	64.0
Employees new to the city			40%	20.4	0.8	0.8	0.8	0.8	0.4	0.4	0.4	0.4	0.4	26.0
Employees new to the county			20%	10.2	0.2	0.4	0.4	0.4	0.2	0.2	0.2	0.2	0.2	13.0
Employees new to the state			0.0%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
New students in K-12			100%	20.4	0.8	0.8	0.8	0.8	0.4	0.4	0.4	0.4	0.4	25.6
K-12 Students New to the State			0.00%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
New employee average salary			2.20%	\$90,147	\$88,913	\$87,822	\$86,860	\$86,014	\$86,695	\$87,405	\$88,145	\$88,914	\$89,713	N/A
Tax Abatement-Land				100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Tax Abatement-Bldg.				100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	N/A
Visitors		0.0%	0	48	53	58	59	60	62	64	65	67	69	605
				City	County	State								
Percentage of sales taxable in the				7%	7%	7%								
Percentage of purchases taxable in the				100%	100%	100%								
Assumed Inflation Rate				2.20%										

* Includes legal, permits, licenses, bond fees and contingencies.

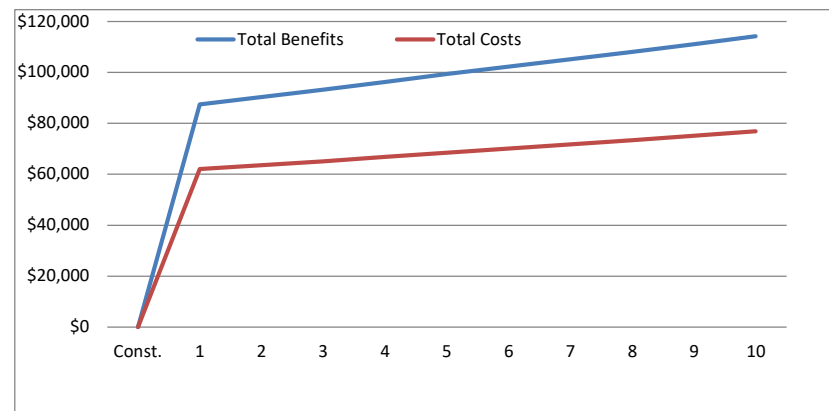
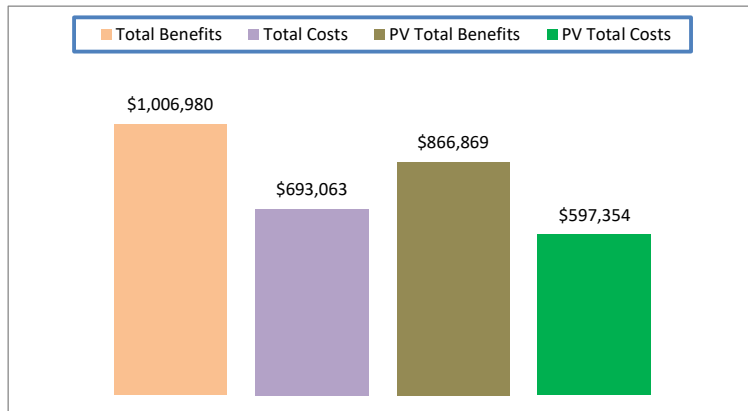
COST-BENEFIT ANALYSIS PROJECT SUMMARY								
PROJECT NAME:		Munds Companies, Inc.				Ratio of		
DATE:		8/29/2023				NPV of Net		
				Net	NPV	Benefits to	Actual	Avg.
				Present	of	NPV of	Benefit to	Annual
		Total		Value	Incentives	Incentives	Actual	Rate
	Total	Costs &	Net	of Net	& Taxes	and Taxes	Cost	of
Entity	Benefits	Incentives	Benefits	Benefits	Abated	Abated	Ratio	Return
City of Park City	\$1,006,980	\$693,063	\$313,917	\$269,515	\$533,799	0.50	1.45	5%
Sedgwick County	\$805,363	\$457,410	\$347,953	\$278,870	\$358,904	0.78	1.76	8%
Valley Center USD 262	\$4,395,911	\$1,140,300	\$3,255,611	\$2,753,738	\$679,860	4.05	3.86	29%
Sedgwick County Fire Dist.	\$316,810	\$255,518	\$61,293	\$41,470	\$171,009	0.24	1.24	2%
State of Kansas	\$6,613,458	\$557,247	\$6,056,210	\$4,098,904	\$209,646	19.55	11.87	109%
Totals	\$13,138,521	\$3,103,538	\$10,034,983	\$7,442,497	\$1,953,217	3.810	4.23	n/a

SUMMARY OF COSTS AND BENEFITS FOR:
PROJECT: Munds Companies, Inc.
DATE: 8/29/2023

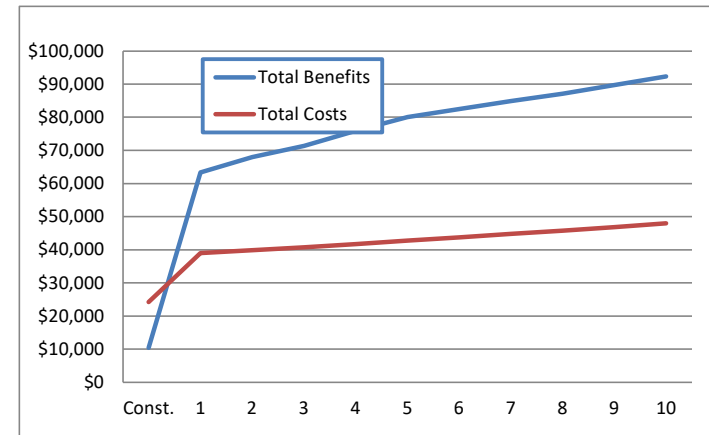
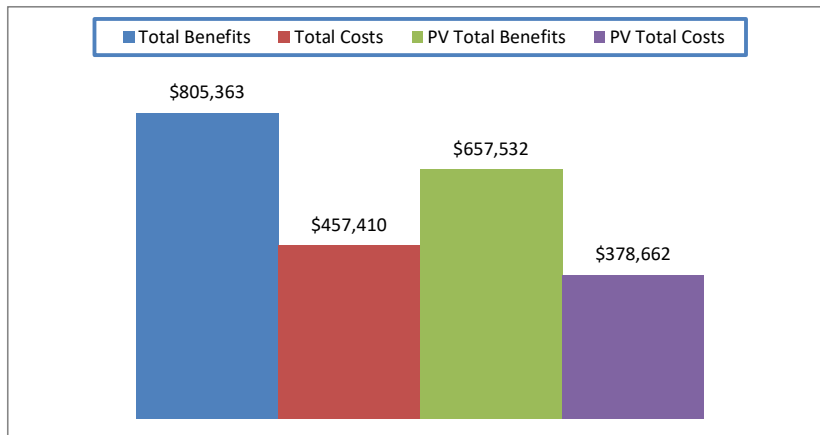
City of Park City

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.45
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.45
(Typical desired ratio would be 1.3 to 1)
Average ROI 4.53%

Year	Transient Guest Taxes	New Property Taxes	Utilities and Franchise Fees	PILOT Payment	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various City Services	Property Taxes Abated	Sales Tax Exemption Incentive	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Incentives & Taxes Abated
Const.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	\$288	\$56,018	\$15,273	\$0	\$15,814	\$87,393	\$85,100	\$5,942	\$56,018	\$0	\$61,960	\$60,334	\$25,433	\$25,433	\$24,766	\$54,548
2	\$325	\$57,251	\$16,001	\$0	\$16,694	\$90,271	\$85,595	\$6,273	\$57,251	\$0	\$63,523	\$60,233	\$26,747	\$52,180	\$25,362	\$54,285
3	\$363	\$58,510	\$16,760	\$0	\$17,604	\$93,238	\$86,088	\$6,615	\$58,510	\$0	\$65,125	\$60,131	\$28,113	\$80,293	\$25,957	\$54,024
4	\$378	\$59,797	\$17,549	\$0	\$18,547	\$96,271	\$86,556	\$6,969	\$59,797	\$0	\$66,767	\$60,029	\$29,505	\$109,798	\$26,527	\$53,763
5	\$393	\$61,113	\$18,370	\$0	\$19,523	\$99,399	\$87,023	\$7,336	\$61,113	\$0	\$68,449	\$59,926	\$30,950	\$140,748	\$27,097	\$53,504
6	\$415	\$62,458	\$19,074	\$0	\$20,242	\$102,188	\$87,117	\$7,606	\$62,458	\$0	\$70,064	\$59,730	\$32,124	\$172,872	\$27,387	\$53,246
7	\$438	\$63,832	\$19,802	\$0	\$20,984	\$105,055	\$87,211	\$7,885	\$63,832	\$0	\$71,716	\$59,535	\$33,339	\$206,211	\$27,676	\$52,989
8	\$454	\$65,236	\$20,558	\$0	\$21,749	\$107,996	\$87,299	\$8,172	\$65,236	\$0	\$73,408	\$59,340	\$34,588	\$240,799	\$27,960	\$52,734
9	\$478	\$66,671	\$21,340	\$0	\$22,537	\$111,026	\$87,393	\$8,468	\$66,671	\$0	\$75,139	\$59,145	\$35,887	\$276,686	\$28,248	\$52,480
10	\$504	\$68,138	\$22,152	\$0	\$23,349	\$114,142	\$87,488	\$8,773	\$68,138	\$0	\$76,911	\$58,951	\$37,231	\$313,917	\$28,537	\$52,227
Total	\$4,036	\$619,024	\$186,879	\$0	\$197,041	\$1,006,980	\$866,869	\$74,039	\$619,024	\$0	\$693,063	\$597,354	\$313,917	\$313,917	\$269,515	\$533,799



SUMMARY OF COSTS AND BENEFITS FOR: PROJECT: Munds Companies, Inc.								Sedgwick County		Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.76						
DATE: 8/29/2023					DISCOUNT RATE: 3.687%			Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.74								
								(Typical desired ratio would be 1.3 to 1)				Average ROI 7.61%				
Year	Sales and Transient Guest Taxes	New Property Taxes	PILOT Payment	Other County Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various County Services	Property Taxes Abated	Sales Tax Exemption Incentive	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated	
Const.	\$10,440	\$0	\$0	\$0	\$10,440	\$10,440	\$0	\$0	\$24,200	\$24,200	\$24,200	-\$13,760	-\$13,760	-\$13,760	\$24,200	
1	\$22,504	\$37,004	\$0	\$3,762	\$63,270	\$61,020	\$1,977	\$37,004	\$0	\$38,981	\$37,595	\$24,289	\$10,529	\$23,425	\$35,688	
2	\$26,184	\$37,818	\$0	\$3,905	\$67,907	\$63,163	\$2,043	\$37,818	\$0	\$39,861	\$37,077	\$28,045	\$38,574	\$26,086	\$35,176	
3	\$28,532	\$38,650	\$0	\$4,145	\$71,327	\$63,985	\$2,147	\$38,650	\$0	\$40,796	\$36,597	\$30,530	\$69,105	\$27,388	\$34,671	
4	\$31,987	\$39,500	\$0	\$4,394	\$75,881	\$65,650	\$2,253	\$39,500	\$0	\$41,753	\$36,124	\$34,127	\$103,232	\$29,526	\$34,174	
5	\$35,043	\$40,369	\$0	\$4,651	\$80,063	\$66,805	\$2,364	\$40,369	\$0	\$42,733	\$35,656	\$37,331	\$140,563	\$31,149	\$33,684	
6	\$36,253	\$41,257	\$0	\$4,921	\$82,432	\$66,336	\$2,479	\$41,257	\$0	\$43,736	\$35,196	\$38,696	\$179,259	\$31,140	\$33,201	
7	\$37,500	\$42,165	\$0	\$5,201	\$84,866	\$65,866	\$2,598	\$42,165	\$0	\$44,763	\$34,741	\$40,103	\$219,362	\$31,125	\$32,725	
8	\$38,645	\$43,092	\$0	\$5,401	\$87,138	\$65,224	\$2,687	\$43,092	\$0	\$45,780	\$34,267	\$41,358	\$260,720	\$30,957	\$32,255	
9	\$39,965	\$44,040	\$0	\$5,697	\$89,703	\$64,756	\$2,814	\$44,040	\$0	\$46,854	\$33,824	\$42,849	\$303,569	\$30,932	\$31,793	
10	\$41,324	\$45,009	\$0	\$6,004	\$92,337	\$64,288	\$2,944	\$45,009	\$0	\$47,953	\$33,387	\$44,384	\$347,953	\$30,901	\$31,337	
Total	\$348,376	\$408,905	\$0	\$48,082	\$805,363	\$657,532	\$24,305	\$408,905	\$24,200	\$457,410	\$378,662	\$347,953	\$347,953	\$278,870	\$358,904	



SUMMARY OF COSTS AND BENEFITS FOR:

Valley Center USD 262

PROJECT: Munds Companies, Inc.

DATE: 8/29/2023

DISCOUNT RATE: 2.95%

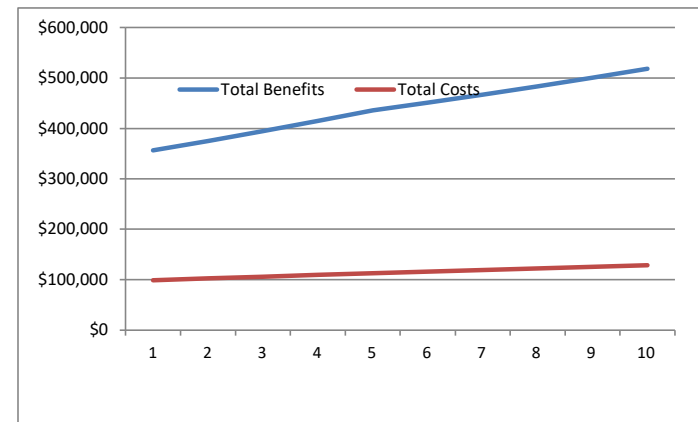
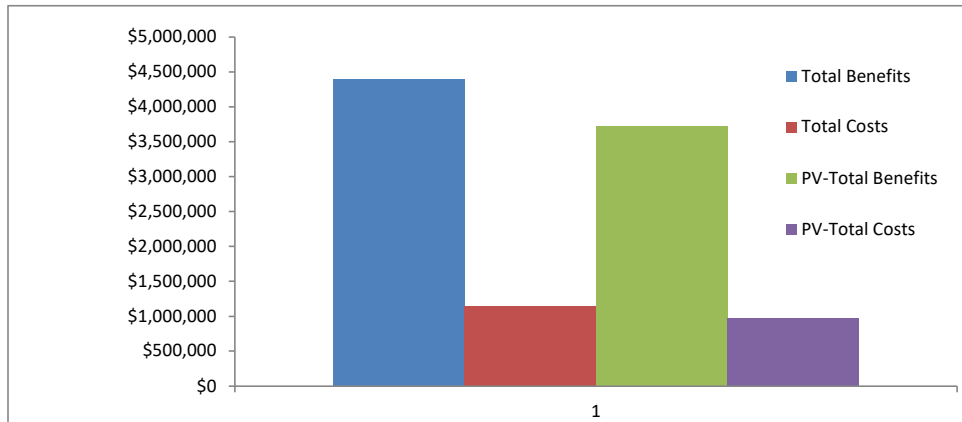
Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 3.86

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 3.84

(Typical desired ratio would be 1.3 to 1)

Average ROI 28.55%

Year	New Property Taxes	PILOT Payment	New District Capital Outlay Taxes	Additional State, Federal and Other Funding	Total Benefits	Net Present Value of Total Benefits	Marginal Costs of New Students	Current Property Taxes Lost	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$72,329	\$0	\$10,067	\$273,783	\$356,179	\$345,962	\$26,789	\$0	\$72,329	\$99,118	\$96,275	\$257,061	\$257,061	\$249,687	\$70,254
2	\$73,920	\$0	\$10,289	\$290,779	\$374,988	\$353,783	\$28,452	\$0	\$73,920	\$102,372	\$96,583	\$272,616	\$529,677	\$257,200	\$69,740
3	\$75,547	\$0	\$10,515	\$308,390	\$394,452	\$361,472	\$30,175	\$0	\$75,547	\$105,722	\$96,882	\$288,730	\$818,407	\$264,589	\$69,230
4	\$77,209	\$0	\$10,747	\$326,635	\$414,591	\$369,029	\$31,960	\$0	\$77,209	\$109,169	\$97,172	\$305,422	\$1,123,828	\$271,857	\$68,724
5	\$78,907	\$0	\$10,983	\$345,534	\$435,425	\$376,456	\$33,810	\$0	\$78,907	\$112,717	\$97,452	\$322,708	\$1,446,536	\$279,004	\$68,221
6	\$80,643	\$0	\$11,225	\$359,122	\$450,989	\$378,728	\$35,139	\$0	\$80,643	\$115,782	\$97,231	\$335,207	\$1,781,743	\$281,497	\$67,722
7	\$82,417	\$0	\$11,472	\$373,139	\$467,028	\$380,947	\$36,511	\$0	\$82,417	\$118,928	\$97,007	\$348,100	\$2,129,843	\$283,939	\$67,226
8	\$84,230	\$0	\$11,724	\$387,600	\$483,554	\$383,113	\$37,926	\$0	\$84,230	\$122,156	\$96,782	\$361,398	\$2,491,242	\$286,330	\$66,734
9	\$86,083	\$0	\$11,982	\$402,516	\$500,582	\$385,227	\$39,385	\$0	\$86,083	\$125,469	\$96,555	\$375,113	\$2,866,354	\$288,671	\$66,246
10	\$87,977	\$0	\$12,245	\$417,901	\$518,124	\$387,289	\$40,891	\$0	\$87,977	\$128,868	\$96,327	\$389,256	\$3,255,611	\$290,963	\$65,762
Total	\$799,263	\$0	\$111,249	\$3,485,399	\$4,395,911	\$3,722,004	\$341,037	\$0	\$799,263	\$1,140,300	\$968,266	\$3,255,611	\$3,255,611	\$2,753,738	\$679,860



SUMMARY OF COSTS AND BENEFITS FOR:
PROJECT: Munds Companies, Inc.

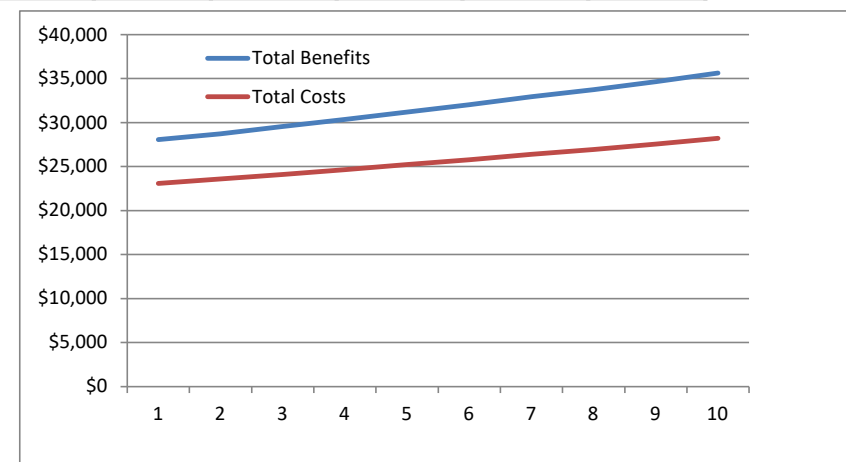
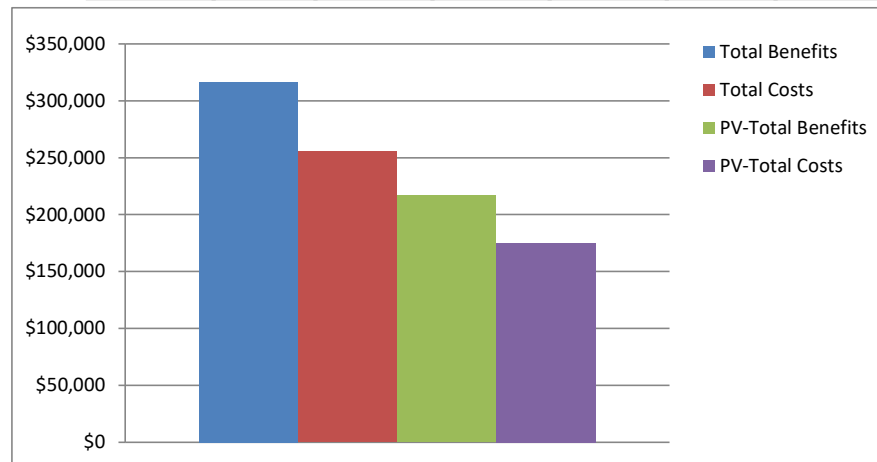
Sedgwick County Fire Dist.

DATE: 8/29/2023

DISCOUNT RATE: 7.25%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.24
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.24
(Typical desired ratio would be 1.3 to 1) **Average ROI** 2.40%

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$22,569	\$0	\$5,482	\$28,051	\$26,155	\$498	\$22,569	\$23,067	\$21,508	\$4,985	\$4,985	\$4,648	\$21,043
2	\$23,066	\$0	\$5,667	\$28,732	\$24,979	\$514	\$23,066	\$23,580	\$20,500	\$5,152	\$10,137	\$4,479	\$20,053
3	\$23,573	\$0	\$5,953	\$29,527	\$23,934	\$541	\$23,573	\$24,114	\$19,547	\$5,413	\$15,550	\$4,388	\$19,108
4	\$24,092	\$0	\$6,250	\$30,342	\$22,933	\$567	\$24,092	\$24,659	\$18,638	\$5,683	\$21,232	\$4,295	\$18,209
5	\$24,622	\$0	\$6,557	\$31,179	\$21,972	\$595	\$24,622	\$25,217	\$17,771	\$5,962	\$27,194	\$4,201	\$17,351
6	\$25,163	\$0	\$6,876	\$32,039	\$21,052	\$624	\$25,163	\$25,788	\$16,944	\$6,252	\$33,446	\$4,108	\$16,534
7	\$25,717	\$0	\$7,205	\$32,922	\$20,170	\$654	\$25,717	\$26,371	\$16,157	\$6,551	\$39,997	\$4,014	\$15,756
8	\$26,283	\$0	\$7,454	\$33,737	\$19,272	\$677	\$26,283	\$26,959	\$15,400	\$6,777	\$46,775	\$3,871	\$15,014
9	\$26,861	\$0	\$7,803	\$34,664	\$18,463	\$708	\$26,861	\$27,569	\$14,684	\$7,095	\$53,870	\$3,779	\$14,307
10	\$27,452	\$0	\$8,164	\$35,616	\$17,688	\$741	\$27,452	\$28,193	\$14,001	\$7,423	\$61,293	\$3,686	\$13,633
Total	\$249,397	\$0	\$67,413	\$316,810	\$216,619	\$6,120	\$249,397	\$255,518	\$175,149	\$61,293	\$61,293	\$41,470	\$171,009



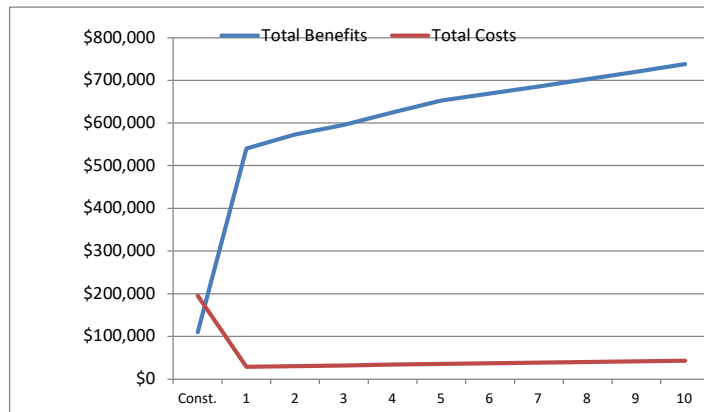
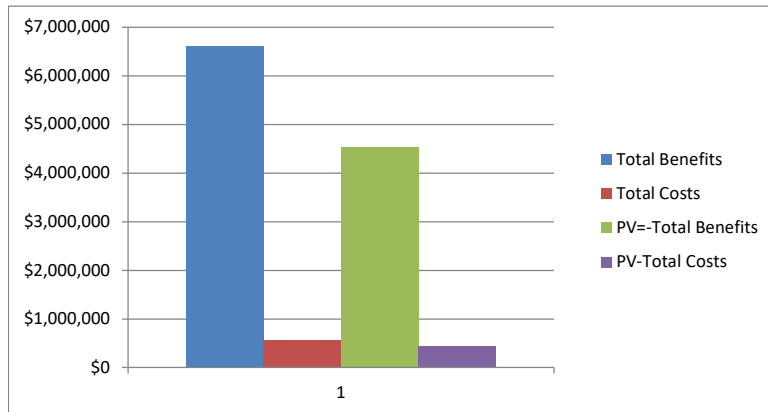
SUMMARY OF COSTS AND BENEFITS FOR:
PROJECT: Munds Companies, Inc.
DATE: 8/29/2023

State of Kansas

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 11.87
Ratio of Present Value of Total Benefits to Present Value of Total Costs: 10.31
Average ROI: 108.68%
(Typical desired ratio would be 1.3 to 1)

DISCOUNT RATE: 7.25%

Year	Sales Taxes	New Property Taxes	Corporate and Personal Income Taxes	PILOT Payment	Other State Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various State Services	Cost of Educating New Students	Property Taxes Abated	Sales Tax Exemption Incentive	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Present Value of Taxes Abated and Incentives
Const.	\$80,584	\$0	\$29,000	\$0	\$0	\$109,584	\$109,584	\$0	\$0	\$0	\$195,325	\$195,325	\$195,325	-\$85,741	-\$85,741	-\$85,741	\$195,325
1	\$442,206	\$1,890	\$96,548	\$0	\$0	\$540,644	\$504,097	\$0	\$26,789	\$1,890	\$0	\$28,679	\$26,740	\$511,965	\$426,224	\$477,356	\$1,762
2	\$472,388	\$1,932	\$98,960	\$0	\$0	\$573,280	\$498,393	\$0	\$28,452	\$1,932	\$0	\$30,384	\$26,415	\$542,897	\$969,120	\$471,979	\$1,679
3	\$492,228	\$1,974	\$101,434	\$0	\$0	\$595,637	\$482,825	\$0	\$30,175	\$1,974	\$0	\$32,149	\$26,060	\$563,487	\$1,532,607	\$456,764	\$1,600
4	\$519,465	\$2,018	\$103,971	\$0	\$0	\$625,454	\$472,722	\$0	\$31,960	\$2,018	\$0	\$33,978	\$25,681	\$591,476	\$2,124,083	\$447,042	\$1,525
5	\$544,170	\$2,062	\$106,571	\$0	\$0	\$652,803	\$460,040	\$0	\$33,810	\$2,062	\$0	\$35,872	\$25,279	\$616,932	\$2,741,015	\$434,761	\$1,453
6	\$557,717	\$2,107	\$109,236	\$0	\$0	\$669,060	\$439,624	\$0	\$35,139	\$2,107	\$0	\$37,246	\$24,474	\$631,814	\$3,372,829	\$415,150	\$1,385
7	\$571,598	\$2,154	\$111,966	\$0	\$0	\$685,717	\$420,111	\$0	\$36,511	\$2,154	\$0	\$38,664	\$23,688	\$647,053	\$4,019,882	\$396,423	\$1,319
8	\$585,813	\$2,201	\$114,765	\$0	\$0	\$702,779	\$401,458	\$0	\$37,926	\$2,201	\$0	\$40,127	\$22,922	\$662,652	\$4,682,534	\$378,536	\$1,257
9	\$600,398	\$2,249	\$117,634	\$0	\$0	\$720,281	\$383,642	\$0	\$39,385	\$2,249	\$0	\$41,635	\$22,176	\$678,647	\$5,361,181	\$361,466	\$1,198
10	\$615,346	\$2,299	\$120,574	\$0	\$0	\$738,219	\$366,616	\$0	\$40,891	\$2,299	\$0	\$43,189	\$21,449	\$695,029	\$6,056,210	\$345,168	\$1,142
Total	\$5,481,915	\$20,885	\$1,110,658	\$0	\$0	\$6,613,458	\$4,539,113	\$0	\$341,037	\$20,885	\$195,325	\$557,247	\$440,208	\$6,056,210	\$6,056,210	\$4,098,904	\$209,646



Munds Companies, Inc.

OVERALL COST-BENEFIT SUMMARY

TAXING ENTITY	DIRECT REVENUES						TOTAL DIRECT REVENUES	ALL INDIRECT REVENUES	TOTAL ALL REVENUES	DIRECT COSTS	Sales Tax Exemption Incentive	INDIRECT COSTS	TOTAL COSTS	NET BENEFITS
	Sales & Guest Taxes	PILOT Payment	New Property Taxes	School Federal & State Funding	Corporate & Personal Income Taxes	City Utilities & Franchise Fees				PROPERTY TAXES ABATED		ALL INDIRECT COSTS		
City of Park City	\$4,036	\$0	\$619,024			\$186,879	\$809,938	\$197,041	\$1,006,980	\$619,024	\$0	\$74,039	\$693,063	\$313,917
Sedgwick County	\$348,376	\$0	\$408,905				\$757,281	\$48,082	\$805,363	\$408,905	\$24,200	\$24,305	\$457,410	\$347,953
Valley Center USD 262		\$0	\$910,512	\$3,485,399			\$4,395,911	\$0	\$4,395,911	\$799,263	\$0	\$341,037	\$1,140,300	\$3,255,611
Sedgwick County Fire Dist.		\$0	\$249,397				\$249,397	\$67,413	\$316,810	\$249,397	\$0	\$6,120	\$255,518	\$61,293
State of Kansas	\$5,481,915	\$0	\$20,885		\$1,110,658		\$6,613,458	\$0	\$6,613,458	\$20,885	\$195,325	\$341,037	\$557,247	\$6,056,210
TOTALS	\$5,834,327	\$0	\$2,208,722	\$3,485,399	\$1,110,658	\$186,879	\$12,825,985	\$312,536	\$13,138,521	\$2,097,474	\$219,525	\$786,539	\$2,884,013	\$10,254,508

Munds Companies, Inc.

Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Permanent jobs created	51	64
Construction jobs created	69	0
Number of New Residents in the Community	57	72
Number of Additional Students in the Local School District	20	26
Increase in Local Personal Incomes	\$4,597,500	\$51,798,397
Increase in Local Retail Sales	\$4,640,547	\$44,635,714
Increase in the Community's Property Tax Base	\$6,200,000	\$6,200,000
Estimated new annual tax revenues after 10 years:		Property Taxes
	City	\$69,637
	County	\$46,000
	School	\$102,428
	Fire District	\$28,056
	State	\$2,349
	Totals	\$248,469

RESOLUTION NO. 1184-2023

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF PARK CITY, KANSAS AMENDING RESOLUTION NO. 1126-2022 DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Park City, Kansas (the “Issuer”) desires to promote, stimulate and develop the general economic welfare and prosperity of the City of Park City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the “Act”), the Issuer is authorized to issue revenue bonds for such purposes; and

WHEREAS, by Resolution No. 1126-2022, Issuer has found and determined it to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that taxable industrial revenue bonds of the Issuer in the principal amount not to exceed \$5,000,000 be authorized and issued, in one or more series, to provide funds to pay the costs of the acquisition, construction and equipping of a commercial facility (the “Project”) to be located in the Issuer and to be leased by the Issuer to Munds Properties, LLC, a Kansas limited liability company (the “Tenant”), for further sublease to Munds Companies, LLC or another legal entity to be formed by the principals of Munds Companies, LLC; and

WHEREAS, the estimated cost of the Project has increased, and the Issuer desires to increase the amount of bonds to be issued to finance the project from approximately \$5,000,000 to \$6,800,000.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PARK CITY, KANSAS:

Section 1. Amendment. *Section 2* of Resolution No. 1126-2022 is hereby deleted in its entirety and replaced with the following *Section 2*:

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The Issuer is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its taxable industrial revenue bonds, in one or more series, in an aggregate principal amount not to exceed \$6,800,000 (the “Bonds”) to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 2. Ratification of Resolution No. 1126-2022. Except as amended in this resolution, the rest and remainder of Resolution No. 1126-2022 is hereby ratified and confirmed and shall remain in full force and effect.

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ADOPTED by the governing body of the City of Park City, Kansas on this 28th day of November, 2023.

[SEAL]

Mayor

Attest:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the Issuer adopted by the governing body on November 28, 2023, as the same appears of record in my office.

DATED: November 28, 2023.

Clerk

ORDINANCE NO. 1180-2023

**AN ORDINANCE AUTHORIZING THE CITY OF PARK CITY, KANSAS TO
ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2023 (MUNDS
COMPANIES PROJECT) FOR THE PURPOSE OF THE ACQUISITION,
CONSTRUCTION AND EQUIPPING A COMMERCIAL FACILITY; AND
AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.**

**THE GOVERNING BODY OF THE CITY OF PARK CITY, KANSAS HAS FOUND AND
DETERMINED:**

A. The City of Park City, Kansas (the “Issuer”) is authorized by K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, construct, improve and equip facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for the facilities, and to issue revenue bonds for the purpose of paying the costs of the facilities.

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2023 (Munds Companies Project) in the aggregate principal amount of \$6,800,000 (the “Series 2023 Bonds”), for the purpose of paying the costs of the acquisition, construction and equipping of a commercial facility (the “Project”) as more fully described in the Indenture and in the Project Lease authorized in this Ordinance, for lease to Munds Properties, LLC, a Kansas limited liability company (the “Tenant”).

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2023 Bonds to execute and deliver the following documents (collectively, the “Bond Documents”):

- (i) a Trust Indenture (the “Indenture”), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the Series 2023 Bonds;
- (ii) a Site Lease (the “Site Lease”) with the Tenant under which the Tenant will lease an interest in the Real Property to the Issuer;
- (iii) a Project Lease (the “Project Lease”) with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and
- (iv) a Bond Purchase Agreement (the “Bond Purchase Agreement”) providing for the sale of the Series 2023 Bonds by the Issuer to Munds Properties, LLC, Hutchinson, Kansas (the “Purchaser”).

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Series 2023 Bonds is eligible for exemption from ad valorem property taxes for up to 10 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of 10 years. Prior to making this determination, the

governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of the exemption required by K.S.A. 12-1749d.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PARK CITY, KANSAS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture and the Project Lease.

Section 2. Authority to Cause the Project to Be Purchased and Constructed. The Issuer is authorized to lease the Real Property and cause the Project to be acquired, constructed and equipped in the manner described in the Indenture, the Site Lease and the Project Lease.

Section 3. Authorization of and Security for the Bonds. The Issuer is authorized and directed to issue the Series 2023 Bonds, to be designated “City of Park City, Kansas Taxable Industrial Revenue Bonds, Series 2023 (Munds Companies Project)” in the aggregate principal amount of \$6,800,000, for the purpose of providing funds to pay the costs of the acquisition, construction and equipping of the Project. The Series 2023 Bonds will be dated and bear interest, will mature and be payable at the times, will be in the forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series 2023 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Project Lease. The Series 2023 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. Authorization of Indenture. The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series 2023 Bonds on the terms and conditions in the Indenture.

Section 5. Lease of the Project. The Issuer will lease an interest in the Real Property and acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Site Lease and Project Lease in the form approved in this Ordinance.

Section 6. Authorization of Bond Purchase Agreement. The Issuer is authorized to sell the Series 2023 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. Execution of Bonds and Bond Documents. The Mayor of the Issuer is authorized and directed to execute the Series 2023 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor, or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence, is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with the corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2023 Bonds, the Bond Documents and the other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. Property Tax Exemption. The Project will be exempt from ad valorem property taxes for 10 years, commencing in the calendar year after the calendar year in which the Series 2023 Bonds are issued, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals.

Section 9. Pledge of the Project and Net Lease Rentals. The Issuer hereby pledges the Project and the net rentals generated under the Project Lease to the payment of the Series 2023 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2023 Bonds are paid or deemed to have been paid under the Indenture.

Section 10. Authority To Correct Errors and Omissions. The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of the instruments or to the provisions of this Ordinance.

Section 11. Further Authority. The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2023 Bonds and the Bond Documents.

Section 12. Effective Date. This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

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PASSED by the governing body of the Issuer on November 28, 2023 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

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Prepared By: Sean Fox, Administration AGENDA ITEM #9.

Summary:

DISCUSS AND CONSIDER AN ORDINANCE AUTHORIZING TAXABLE INDUSTRIAL REVENUE BONDS TO K & M TIRE, INC. (SARAH STEELE)

Background:

In July, 2022, K&M Tires, Inc. applied for and Council approved a Resolution of Intent determining the advisability of issuing taxable industrial revenue bonds for the purpose of financing the acquisition, construction and equipping of a new 120,000 SF wholesale distribution warehouse located on 61st Street, west of the Valley Center Control Floodway. It was estimated a total of 14 new full-time employees (FTEs) would be created. The required Tax Abatement Cost-Benefit Analysis, based on a 100% abatement, projected a positive benefit to cost ratio of 1.29.

Given a capital investment of \$11.5M, 10-year projection of property taxes for all taxing entities equates to approximately \$4.14M abatement, absent administrative and issuance costs of an IRB.

This ordinance authorizes the issuance of those bonds.

Fiscal Impact:

The property is currently zoned limited industrial and appraised as agricultural as part of a larger tract with an appraised value of \$2,770, an assessed value of \$831 and annual property taxes of approximately \$99.

Staff Recommendation:

Public Hearing:

Attachments:

- [K&M CBA 072622.pdf](#)
- [1181-2023 K & M Tire.pdf](#)

A Tax Abatement Cost-Benefit Analysis of C Realty, LLC for the City of Park City

Completed by
Municipal Consulting, LLC
7/8/2022

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ABOUT THIS REPORT:

This report uses data that was collected from the firm involved and budget reports from each of the taxing entities where the project is to be located. This data is summarized on pages 4 and 5. In addition, various calculations were applied to the data using rates and information gathered from the current economic and financial conditions, as well as data published by the Kansas Department of Revenue.

DEFINITIONS USED:

- **Rate of Return:** Incentives and tax abatements granted by the taxing entities are equivalent to a public investment in the firm. Comparing these investments to the various benefits received over the 10-year project period by the public entity produces an average annual rate of return for the period. Generally, a rate of return that exceeds the entity's cost of capital would be considered a favorable investment.
- **Net Present Value:** This is the amount that a future series of payments is worth today, given an assumed discount rate. The only way to accurately compare payments to be made or received in the future to the dollar value at present is with Net Present Value. Generally a positive net present value represents an acceptable investment opportunity.
- **Benefit - Cost Ratio:** Typically referred to as the "Cost-Benefit Ratio," this is the ratio of the public entity benefits received over the 10-year project life to the public costs incurred over the same period. If the ratio is above 1.0, then the benefits exceed the costs, and if it is less than 1.0, the costs exceed the benefits. Generally, a public entity would like to have a Benefit-to-Cost ratio of 1.3 or better in order to grant a tax abatement and/or other incentives. However, the governing body may take into account the other economic benefits of the project in making that decision.

DISCLAIMER:

This report is prepared using a variety of assumptions regarding discount rate, inflation rate, and other economic variables. It also uses information submitted by the firm based on its best estimates of what they expect to occur in the next decade. Future business results and economic factors are not and cannot be guaranteed. Therefore, we provide no guarantee on the future performance of the firm, or that conditions within the taxing entities will remain as they are today. The governing body should make its decision on the best information presented, while fully recognizing that future performance could be substantially different.

COMMENTS SPECIFIC TO THIS PROJECT:

The overall costs and benefits for each taxing entity are:

Taxing Entity	Benefit to Cost Ratio	Average Return on Investment
City of Park City	1.29	3%
Sedgwick County	1.38	4%
Wichita USD 259	2.30	13%
Sedgwick County Fire Dist.	1.18	2%
State of Kansas	1.68	7%

Each of the taxing entities has a positive benefit-to-cost ratio. This report assumes that the City of Park City will approve a 90% property tax abatement for 10 years. This report assumes that the firm will obtain a sales tax exemption on construction materials and that the existing sales tax rates for the city, county and state will remain the same. The projected average wage is 71% of the county average so we have adjusted per capita spending figures by a proportionate amount.

If you have any questions or comments, you may reach me with the contact information below.

R. Steven Robb, Sole Owner
Municipal Consulting, LLC
Cell: 620-704-6495 E-Mail: steverobb@ckt.net
2207 N. Free King Hwy, Pittsburg, KS 66762-8418

Column1	Column2	Column3	Column4	Column5	Column6
COST-BENEFIT ANALYSIS PROJECT SUMMARY					
PROJECT NAME:		C Realty, LLC		(Revised)	
DATE:		7/8/2022			
Tenant (If different from owner):			K & M Tire, Inc.		
GOVERNMENTAL ENTITIES INVOLVED:					
CITY:		City of Park City			
COUNTY:		Sedgwick County			
SCHOOL DISTRICT:		Wichita USD 259			
SPECIAL TAXING DISTRICT #1		Sedgwick County Fire Dist.			
STATE:		State of Kansas			
INFLATION RATE:		2.20%	DEFAULT DISCOUNT RATE:		2.50%
(Inflation rate is based on the average of the previous 5 years after the highest and lowest rates are removed. Discount rate is the average interest rate on taxing entity G.O. bonds, with the default rate if no debt outstanding.)					

PROJECT SUMMARY: Construction of a new 120,000 sq. ft. wholesale distribution warehouse with 1,800 sq. ft. of office space, 14 dock doors and truck court. The property will be owned by C Realty, LLC and leased to K & M Tire, Inc. All of the new trucks will be owned by Tribune Trucking, LLC and leased to K & M. (All 3 companies have common ownership). The project will retain 19 jobs and create 14 new jobs.

C Realty, LLC

Column1	Column2	Column3	Column4	Column6	Column11
Community Data Inputs:					
	City of Park City	Sedgwick County	Wichita USD 259	Sedgwick County Fire Dist.	State
Mill Levy	44.534000	29.370000	52.514000	17.817000	1.500
Sales Tax	0.000%	1.000%	n/a	n/a	6.50%
Transient Guest Tax	6.00%	5.00%	n/a	n/a	n/a
Utility Revenue/HsHld	\$158.09	n/a	n/a	n/a	n/a
Franchise Fees/HsHld	\$169.62	n/a	n/a	n/a	n/a
Other Revenues/Res.	\$233.39	\$135.27	n/a	\$139.39	\$1,511.19
Marg. Cost/Res./Student	\$88.38	\$51.06	\$1,634.72	\$12.65	\$654.19
Other Revenues/Worker	\$216.29	\$125.36	n/a	\$129.18	\$1,296.05
Marginal Cost/New Worker	\$80.05	\$47.32	n/a	\$11.73	\$561.06
State Funding/Pupil	n/a	n/a	\$11,908.47	n/a	\$10,173
Federal Funding/Pupil	n/a	n/a	\$4,438.73	n/a	\$1,022
Visitor Daily Spending	\$50.00	\$50.00			\$75.00
Average Hotel Room Rate	\$100	\$100		Total Mill Levy	n/a
Retail Pull Factor	1.23	1.13		145.735	n/a
Percent of County Share	1.50%	100.00%			n/a
Ann. Local Per Capita Sales/Use Tax	\$0	\$200			n/a
Ann. State Per Capita Sales/Use Tax	\$1,302	\$1,172			\$1,078
Annual Per Capita Retail Sales	\$16,288	\$15,956			\$16,581
Average Household Size	2.80	2.57			2.49
Avg. Wage-All Occupations	N/A	\$46,080			\$48,609

C Realty, LLC

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9	Column10	Column11	Column12	Column13	Column14	Column15
Firm Data Inputs:				Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Totals
Investment in Land				\$1,100,000										\$1,100,000
Investment in Building Construction				\$8,000,000										\$8,000,000
Investment in FFE				\$1,069,000										\$1,069,000
Other Project Costs*				\$1,331,000										\$1,331,000
Total Project Investment				\$11,500,000										\$11,500,000
City Incentives														\$0
		Growth	Const. Per.	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9	Yr. 10	Total
Sales		0.00%		\$28,000,000	\$34,000,000	\$37,000,000	\$40,000,000	\$43,000,000	\$43,946,000	\$44,912,812	\$45,900,894	\$46,910,714	\$47,942,749	\$411,613,169
Purchases		0.00%		\$140,000	\$170,000	\$185,000	\$200,000	\$215,000	\$219,730	\$224,564	\$229,504	\$234,554	\$239,714	\$2,058,066
Net Hshld. Utility Revenue		3.00%	\$0	\$790	\$1,221	\$1,426	\$1,641	\$1,957	\$2,016	\$2,076	\$2,139	\$2,203	\$2,269	\$17,739
Net Firm Utility Revenue		3.00%	\$0	\$1,366	\$1,407	\$1,449	\$1,493	\$1,537	\$1,584	\$1,631	\$1,680	\$1,730	\$1,782	\$15,660
Household Franchise Taxes		3.00%	\$0	\$848	\$1,310	\$1,530	\$1,761	\$2,100	\$2,163	\$2,228	\$2,295	\$2,364	\$2,434	\$19,032
Firm Franchise Taxes		3.00%	\$0	\$5,390	\$5,552	\$5,718	\$5,890	\$6,066	\$6,248	\$6,436	\$6,629	\$6,828	\$7,033	\$61,790
Retained Employees				19.0										
Retained Employees in the City			20.0%	4.0										
Retained Employees in the County			80.0%	15.0										
Retained Employee Avg. Salary			2.2%	\$34,689	\$35,452	\$36,232	\$37,029	\$37,844	\$38,676	\$39,527	\$40,397	\$41,286	\$42,194	
New Employees			0	2.0	5.0	2.0	2	3	0	0	0	0	0	14.0
Employees new to the city			50%	1.0	2.5	1.0	1.0	1.5	0.0	0.0	0.0	0.0	0.0	7.0
Employees new to the county			20%	0.4	0.5	0.4	0.4	0.6	0.0	0.0	0.0	0.0	0.0	2.0
Employees new to the state			0.0%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
New students in K-12			100%	1.0	2.5	1.0	1.0	1.5	0.0	0.0	0.0	0.0	0.0	7.0
K-12 Students New to the State			0.00%	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
New employee average salary			2.20%	\$32,900	\$33,624	\$34,364	\$35,120	\$35,892	\$36,682	\$37,489	\$38,314	\$39,156	\$40,018	N/A
Tax Abatement-Land				90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	N/A
Tax Abatement-Bldg.				90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	N/A
Visitors		0.0%	0	30	18	15	15	15	15	15	15	15	15	168
				City	County	State								
Percentage of sales taxable in the				0%	0%	0%								
Percentage of purchases taxable in the				0%	5%	10%								
Assumed Inflation Rate				2.20%										

* Includes legal, permits, licenses, bond fees and contingencies.

Column1	Column2	Column3	Column4	Column5	Column6	Column7	Column8	Column9
COST-BENEFIT ANALYSIS PROJECT SUMMARY								
PROJECT NAME:	C Realty, LLC					Ratio of		
DATE:		7/8/2022				NPV of Net		
				Net	NPV	Benefits to	Actual	Avg.
				Present	of	NPV of	Benefit to	Annual
		Total		Value	Incentives	Incentives	Actual	Rate
	Total	Costs &	Net	of Net	& Taxes	and Taxes	Cost	of
Entity	Benefits	Incentives	Benefits	Benefits	Abated	Abated	Ratio	Return
City of Park City	\$1,107,516	\$856,552	\$250,963	\$215,370	\$716,115	0.30	1.29	3%
Sedgwick County	\$769,274	\$556,672	\$212,601	\$176,296	\$448,295	0.39	1.38	4%
Wichita USD 259	\$2,150,002	\$934,077	\$1,215,926	\$956,795	\$670,179	1.43	2.30	13%
Sedgwick County Fire Dist.	\$393,883	\$334,487	\$59,395	\$51,614	\$289,495	0.18	1.18	2%
State of Kansas	\$1,964,244	\$1,166,598	\$797,646	\$720,539	\$24,372	29.56	1.68	7%
Totals	\$6,384,918	\$3,848,386	\$2,536,532	\$2,120,614	\$2,148,457	0.987	1.66	n/a

SUMMARY OF COSTS AND BENEFITS FOR:

PROJECT: **C Realty, LLC**

DATE: 7/8/2022

City of Park City

DISCOUNT RATE: 2.695%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period:

1.29

Ratio of Present Value of Total Benefits to Present Value of Total Costs:

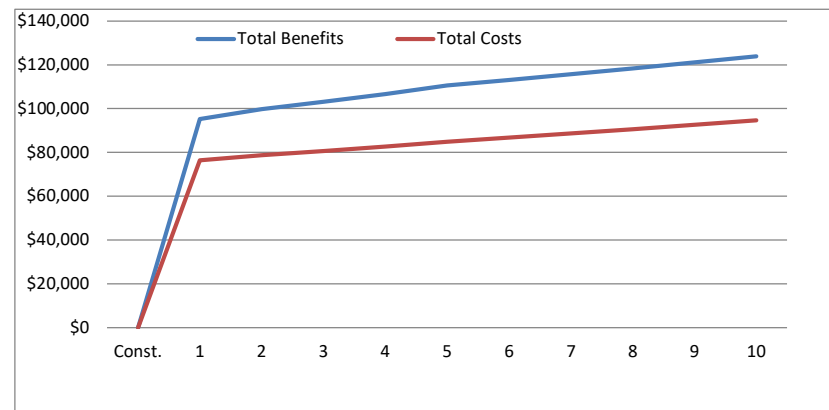
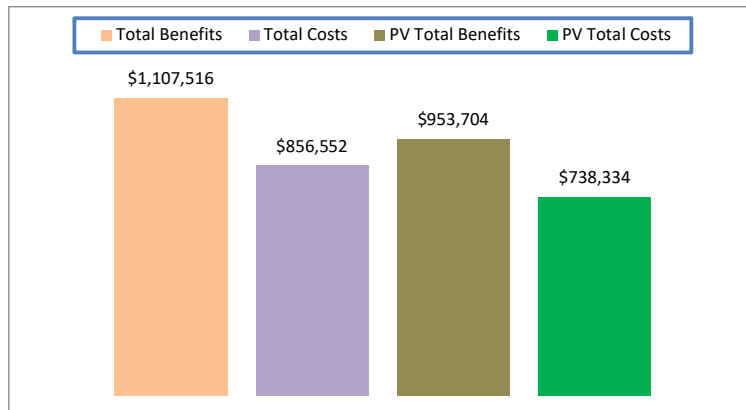
1.29

(Typical desired ratio would be 1.3 to 1)

Average ROI

2.93%

Year	Transient Guest Taxes	New Property Taxes	Utilities and Franchise Fees	PILOT Payment	Other City Revenues	Total Benefits	Net Present Value of Total Benefits	Incentives and Cost of Various City Services	Property Taxes Abated	Current Property Taxes Lost	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Incentives & Taxes Abated
Const.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
1	\$180	\$83,501	\$8,395	\$0	\$3,196	\$95,272	\$92,772	\$1,201	\$75,151	\$0	\$76,352	\$74,348	\$18,920	\$18,920	\$18,423	\$73,179
2	\$110	\$85,338	\$9,490	\$0	\$4,928	\$99,867	\$94,694	\$1,852	\$76,804	\$0	\$78,656	\$74,582	\$21,211	\$40,131	\$20,112	\$72,826
3	\$94	\$87,216	\$10,123	\$0	\$5,716	\$103,148	\$95,238	\$2,148	\$78,494	\$0	\$80,642	\$74,458	\$22,506	\$62,637	\$20,780	\$72,475
4	\$96	\$89,134	\$10,784	\$0	\$6,536	\$106,551	\$95,798	\$2,456	\$80,221	\$0	\$82,677	\$74,334	\$23,874	\$86,511	\$21,465	\$72,126
5	\$98	\$91,095	\$11,661	\$0	\$7,744	\$110,599	\$96,828	\$2,910	\$81,986	\$0	\$84,896	\$74,325	\$25,703	\$112,214	\$22,503	\$71,778
6	\$100	\$93,100	\$12,011	\$0	\$7,914	\$113,125	\$96,441	\$2,974	\$83,790	\$0	\$86,763	\$73,967	\$26,362	\$138,576	\$22,474	\$71,432
7	\$103	\$95,148	\$12,371	\$0	\$8,088	\$115,710	\$96,056	\$3,039	\$85,633	\$0	\$88,672	\$73,610	\$27,038	\$165,614	\$22,445	\$71,087
8	\$105	\$97,241	\$12,742	\$0	\$8,266	\$118,355	\$95,673	\$3,106	\$87,517	\$0	\$90,623	\$73,256	\$27,732	\$193,345	\$22,417	\$70,745
9	\$107	\$99,380	\$13,125	\$0	\$8,448	\$121,060	\$95,292	\$3,174	\$89,442	\$0	\$92,617	\$72,902	\$28,444	\$221,789	\$22,389	\$70,404
10	\$109	\$101,567	\$13,518	\$0	\$8,634	\$123,829	\$94,913	\$3,244	\$91,410	\$0	\$94,654	\$72,551	\$29,174	\$250,963	\$22,362	\$70,064
Total	\$1,103	\$922,720	\$114,221	\$0	\$69,472	\$1,107,516	\$953,704	\$26,104	\$830,448	\$0	\$856,552	\$738,334	\$250,963	\$250,963	\$215,370	\$716,115



SUMMARY OF COSTS AND BENEFITS FOR:

Sedgwick County

PROJECT: C Realty, LLC

DATE: 7/8/2022

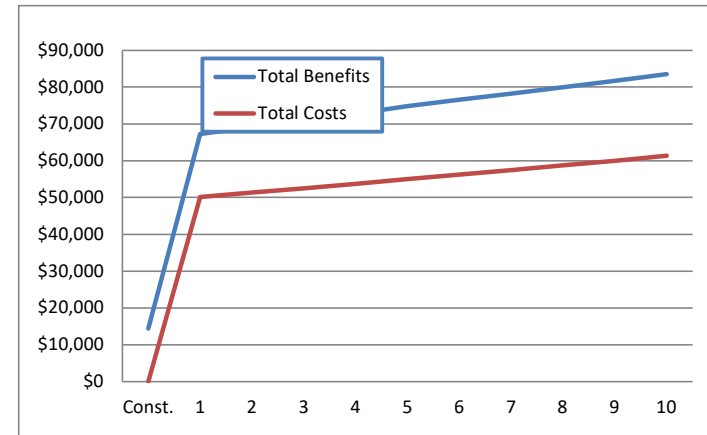
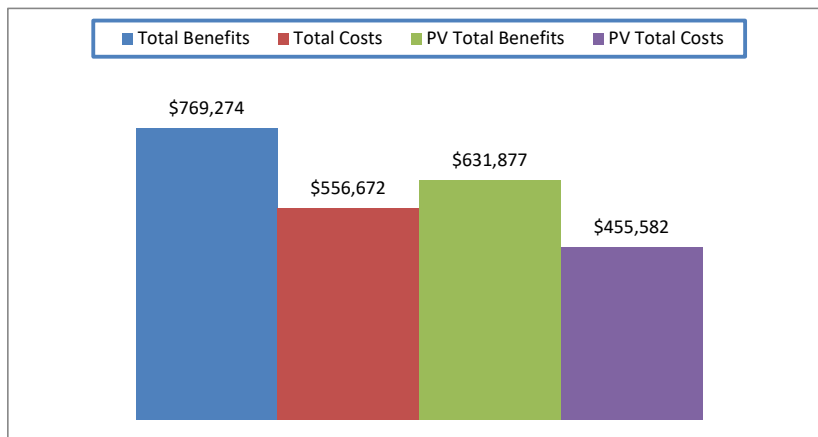
DISCOUNT RATE: 3.687%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.38

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.39

(Typical desired ratio would be 1.3 to 1) **Average ROI** 3.82%

Year	Sales and Transient Guest Taxes	New Property Taxes	PILOT Payment	Other County Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various County Services	Property Taxes Abated	Current Property Taxes Lost	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
Const.	\$14,400	\$0	\$0	\$0	\$14,400	\$14,400	\$0	\$0	\$0	\$0	\$0	\$14,400	\$14,400	\$14,400	\$0
1	\$6,509	\$55,069	\$0	\$5,680	\$67,258	\$64,866	\$613	\$49,562	\$0	\$50,175	\$48,390	\$17,083	\$31,483	\$16,476	\$47,799
2	\$6,789	\$56,280	\$0	\$5,993	\$69,062	\$64,238	\$697	\$50,652	\$0	\$51,349	\$47,762	\$17,713	\$49,196	\$16,476	\$47,114
3	\$7,093	\$57,518	\$0	\$6,279	\$70,890	\$63,594	\$771	\$51,767	\$0	\$52,537	\$47,130	\$18,353	\$67,549	\$16,464	\$46,438
4	\$7,429	\$58,784	\$0	\$6,575	\$72,788	\$62,974	\$847	\$52,905	\$0	\$53,753	\$46,505	\$19,035	\$86,584	\$16,468	\$45,772
5	\$7,865	\$60,077	\$0	\$6,961	\$74,903	\$62,500	\$957	\$54,069	\$0	\$55,026	\$45,914	\$19,877	\$106,461	\$16,586	\$45,116
6	\$8,038	\$61,399	\$0	\$7,114	\$76,551	\$61,603	\$978	\$55,259	\$0	\$56,237	\$45,256	\$20,314	\$126,775	\$16,348	\$44,469
7	\$8,215	\$62,750	\$0	\$7,271	\$78,235	\$60,720	\$1,000	\$56,475	\$0	\$57,474	\$44,607	\$20,761	\$147,537	\$16,113	\$43,831
8	\$8,396	\$64,130	\$0	\$7,431	\$79,957	\$59,849	\$1,022	\$57,717	\$0	\$58,739	\$43,967	\$21,218	\$168,755	\$15,882	\$43,202
9	\$8,580	\$65,541	\$0	\$7,594	\$81,716	\$58,991	\$1,044	\$58,987	\$0	\$60,031	\$43,336	\$21,685	\$190,440	\$15,654	\$42,583
10	\$8,769	\$66,983	\$0	\$7,761	\$83,513	\$58,144	\$1,067	\$60,285	\$0	\$61,351	\$42,715	\$22,162	\$212,601	\$15,430	\$41,972
Total	\$92,083	\$608,530	\$0	\$68,661	\$769,274	\$631,877	\$8,995	\$547,677	\$0	\$556,672	\$455,582	\$212,601	\$212,601	\$176,296	\$448,295



SUMMARY OF COSTS AND BENEFITS FOR:

Wichita USD 259

PROJECT: C Realty, LLC

DATE: 7/8/2022

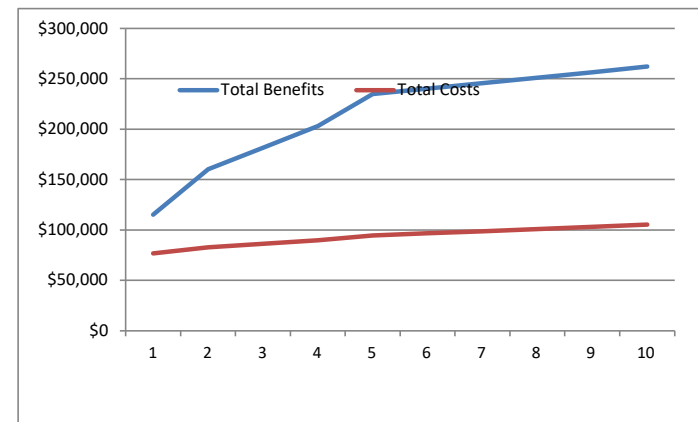
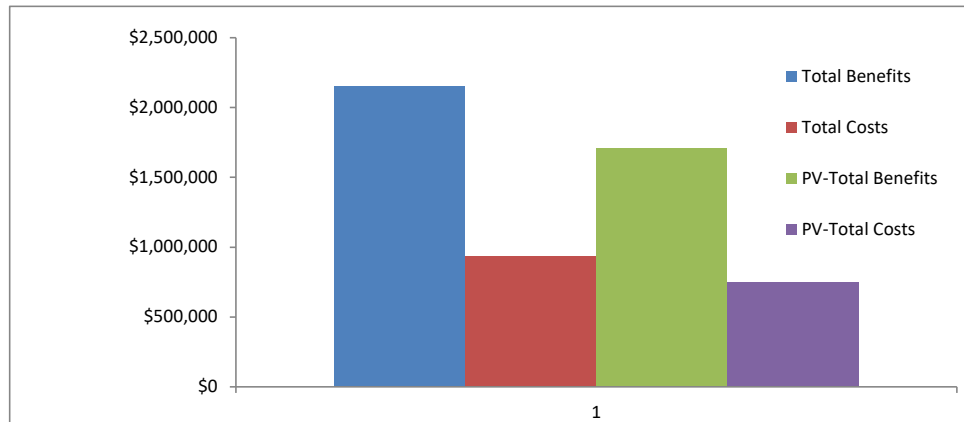
DISCOUNT RATE: 3.95%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 2.30

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 2.27

(Typical desired ratio would be 1.3 to 1) **Average ROI** 13.02%

Year	New Property Taxes	PILOT Payment	New District Capital Outlay Taxes	Additional State, Federal and Other Funding	Total Benefits	Net Present Value of Total Benefits	Marginal Costs of New Students	Current Property Taxes Lost	Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$83,473	\$0	\$14,991	\$16,707	\$115,171	\$110,789	\$1,635	\$0	\$75,126	\$76,761	\$73,840	\$38,410	\$38,410	\$36,949	\$72,268
2	\$85,310	\$0	\$15,320	\$59,760	\$160,390	\$148,419	\$5,847	\$0	\$76,779	\$82,626	\$76,459	\$77,764	\$116,174	\$71,960	\$71,048
3	\$87,186	\$0	\$15,657	\$78,525	\$181,369	\$161,446	\$7,683	\$0	\$78,468	\$86,151	\$76,688	\$95,218	\$211,392	\$84,759	\$69,848
4	\$89,104	\$0	\$16,002	\$98,087	\$203,193	\$173,992	\$9,598	\$0	\$80,194	\$89,792	\$76,888	\$113,401	\$324,794	\$97,104	\$68,669
5	\$91,065	\$0	\$16,354	\$127,584	\$235,003	\$193,575	\$12,484	\$0	\$81,958	\$94,442	\$77,793	\$140,561	\$465,354	\$115,782	\$67,510
6	\$93,068	\$0	\$16,714	\$130,391	\$240,173	\$190,307	\$12,758	\$0	\$83,761	\$96,520	\$76,480	\$143,653	\$609,007	\$113,827	\$66,370
7	\$95,116	\$0	\$17,081	\$133,259	\$245,456	\$187,094	\$13,039	\$0	\$85,604	\$98,643	\$75,189	\$146,813	\$755,821	\$111,906	\$65,250
8	\$97,208	\$0	\$17,457	\$136,191	\$250,857	\$183,936	\$13,326	\$0	\$87,487	\$100,813	\$73,920	\$150,043	\$905,864	\$110,016	\$64,149
9	\$99,347	\$0	\$17,841	\$139,187	\$256,375	\$180,831	\$13,619	\$0	\$89,412	\$103,031	\$72,672	\$153,344	\$1,059,208	\$108,159	\$63,066
10	\$101,532	\$0	\$18,234	\$142,249	\$262,016	\$177,778	\$13,919	\$0	\$91,379	\$105,298	\$71,445	\$156,718	\$1,215,926	\$106,333	\$62,001
Total	\$922,409	\$0	\$165,652	\$1,061,941	\$2,150,002	\$1,708,167	\$103,908	\$0	\$830,168	\$934,077	\$751,372	\$1,215,926	\$1,215,926	\$956,795	\$670,179



SUMMARY OF COSTS AND BENEFITS FOR:

Sedgwick County Fire Dist.

PROJECT: C Realty, LLC

DATE: 7/8/2022

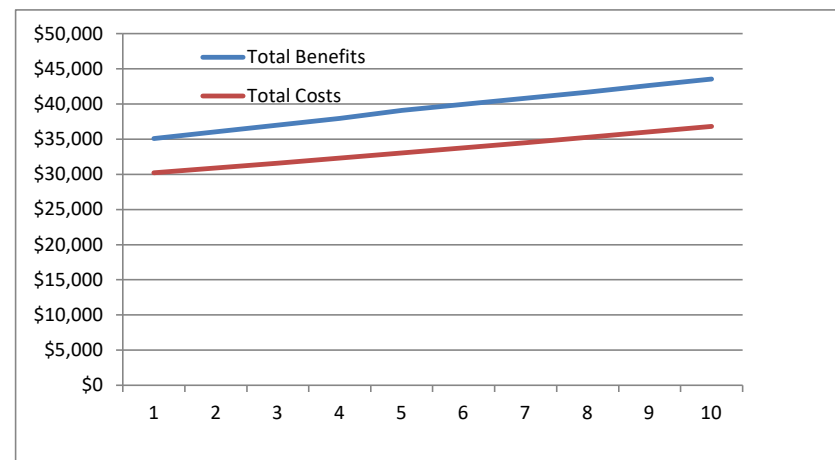
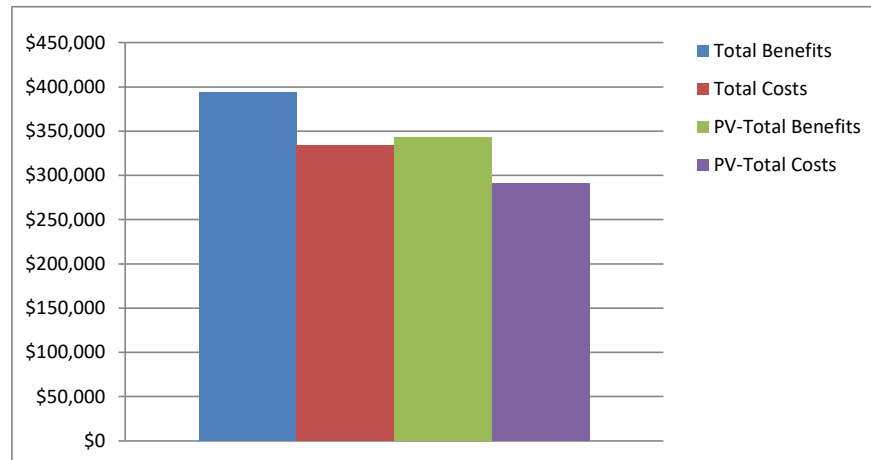
DISCOUNT RATE: 2.50%

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.18

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.18

(Typical desired ratio would be 1.3 to 1) **Average ROI** 1.78%

Year	New District Property Taxes	PILOT Payment	Other District Revenues	Total Benefits	Net Present Value of Total Benefits	Other District Costs	District Property Taxes Abated	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Net Present Value of Taxes Abated
1	\$33,407	\$0	\$1,676	\$35,083	\$34,227	\$152	\$30,066	\$30,218	\$29,481	\$4,864	\$4,864	\$4,746	\$29,333
2	\$34,142	\$0	\$1,911	\$36,053	\$34,316	\$174	\$30,728	\$30,901	\$29,412	\$5,152	\$10,016	\$4,903	\$29,247
3	\$34,893	\$0	\$2,115	\$37,008	\$34,366	\$192	\$31,404	\$31,596	\$29,340	\$5,413	\$15,429	\$5,026	\$29,161
4	\$35,661	\$0	\$2,328	\$37,988	\$34,416	\$211	\$32,095	\$32,306	\$29,268	\$5,682	\$21,111	\$5,148	\$29,076
5	\$36,445	\$0	\$2,633	\$39,078	\$34,540	\$239	\$32,801	\$33,040	\$29,202	\$6,039	\$27,150	\$5,337	\$28,991
6	\$37,247	\$0	\$2,691	\$39,938	\$34,438	\$244	\$33,522	\$33,767	\$29,117	\$6,172	\$33,321	\$5,322	\$28,906
7	\$38,066	\$0	\$2,750	\$40,817	\$34,338	\$250	\$34,260	\$34,509	\$29,032	\$6,307	\$39,629	\$5,306	\$28,822
8	\$38,904	\$0	\$2,811	\$41,715	\$34,237	\$255	\$35,013	\$35,269	\$28,947	\$6,446	\$46,075	\$5,291	\$28,737
9	\$39,760	\$0	\$2,873	\$42,632	\$34,137	\$261	\$35,784	\$36,045	\$28,862	\$6,588	\$52,663	\$5,275	\$28,653
10	\$40,634	\$0	\$2,936	\$43,570	\$34,037	\$267	\$36,571	\$36,838	\$28,777	\$6,733	\$59,395	\$5,260	\$28,569
Total	\$369,159	\$0	\$24,724	\$393,883	\$343,051	\$2,245	\$332,243	\$334,487	\$291,437	\$59,395	\$59,395	\$51,614	\$289,495



SUMMARY OF COSTS AND BENEFITS FOR:

State of Kansas

PROJECT: C Realty, LLC

Ratio of Actual Benefits to Actual Costs Over the 10-Year Period: 1.68

Ratio of Present Value of Total Benefits to Present Value of Total Costs: 1.72

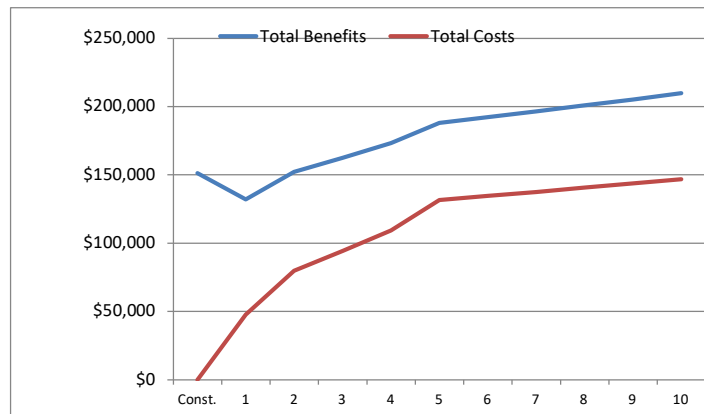
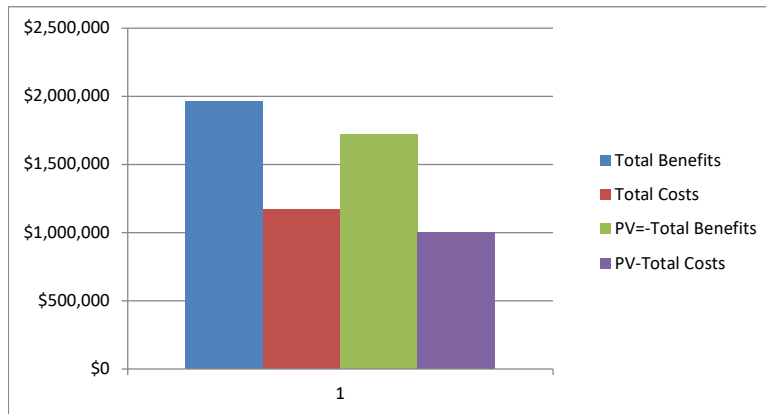
DATE: 7/8/2022

DISCOUNT RATE: 2.50%

(Typical desired ratio would be 1.3 to 1)

Average ROI 6.84%

Year	Sales Taxes	New Property Taxes	Corporate and Personal Income Taxes	PILOT Payment	Other State Revenues	Total Benefits	Net Present Value of Total Benefits	Cost of Various State Services	Cost of Educating New Students	Property Taxes Abated	Current Property Taxes Lost	Total Costs	Net Present Value of Total Costs	Net Benefits or Costs	Cumulative Net Benefits or Costs	Net Present Value of Net Benefits	Present Value of Taxes Abated and Incentives
Const.	\$111,150	\$0	\$40,000	\$0	\$0	\$151,150	\$151,150	\$0	\$0	\$0	\$0	\$0	\$0	\$151,150	\$151,150	\$151,150	\$0
1	\$51,593	\$2,813	\$1,382	\$0	\$76,308	\$132,095	\$128,873	\$33,034	\$12,170	\$2,531	\$0	\$47,735	\$46,571	\$84,360	\$235,510	\$82,302	\$2,470
2	\$66,339	\$2,874	\$4,943	\$0	\$77,987	\$152,143	\$144,812	\$33,760	\$43,534	\$2,587	\$0	\$79,881	\$76,032	\$72,262	\$307,771	\$68,780	\$2,462
3	\$73,389	\$2,938	\$6,495	\$0	\$79,702	\$162,523	\$150,919	\$34,503	\$57,203	\$2,644	\$0	\$94,350	\$87,614	\$68,173	\$375,945	\$63,306	\$2,455
4	\$80,755	\$3,002	\$8,113	\$0	\$81,456	\$173,325	\$157,024	\$35,262	\$71,453	\$2,702	\$0	\$109,417	\$99,127	\$63,908	\$439,852	\$57,897	\$2,448
5	\$91,308	\$3,068	\$10,552	\$0	\$83,248	\$188,176	\$166,320	\$36,038	\$92,941	\$2,761	\$0	\$131,741	\$116,439	\$56,436	\$496,288	\$49,881	\$2,441
6	\$93,317	\$3,136	\$10,784	\$0	\$85,079	\$192,316	\$165,834	\$36,831	\$94,986	\$2,822	\$0	\$134,639	\$116,099	\$57,677	\$553,966	\$49,735	\$2,434
7	\$95,370	\$3,205	\$11,022	\$0	\$86,951	\$196,547	\$165,348	\$37,641	\$97,076	\$2,884	\$0	\$137,601	\$115,759	\$58,946	\$612,912	\$49,589	\$2,426
8	\$97,468	\$3,275	\$11,264	\$0	\$88,864	\$200,871	\$164,864	\$38,469	\$99,211	\$2,948	\$0	\$140,628	\$115,420	\$60,243	\$673,155	\$49,444	\$2,419
9	\$99,612	\$3,347	\$11,512	\$0	\$90,819	\$205,290	\$164,382	\$39,315	\$101,394	\$3,013	\$0	\$143,722	\$115,082	\$61,568	\$734,723	\$49,300	\$2,412
10	\$101,804	\$3,421	\$11,765	\$0	\$92,817	\$209,807	\$163,901	\$40,180	\$103,625	\$3,079	\$0	\$146,884	\$114,745	\$62,923	\$797,646	\$49,155	\$2,405
Total	\$962,104	\$31,079	\$127,832	\$0	\$843,230	\$1,964,244	\$1,723,427	\$365,033	\$773,593	\$27,971	\$0	\$1,166,598	\$1,002,888	\$797,646	\$797,646	\$720,539	\$24,372



C Realty, LLC

OVERALL COST-BENEFIT SUMMARY

TAXING ENTITY	DIRECT REVENUES						TOTAL DIRECT REVENUES	ALL INDIRECT REVENUES	TOTAL ALL REVENUES	DIRECT COSTS	INDIRECT COSTS	TOTAL COSTS	NET BENEFITS
	Sales & Guest Taxes	PILOT Payment	New Property Taxes	School Federal & State Funding	Corporate & Personal Income Taxes	City Utilities & Franchise Fees				PROPERTY TAXES ABATED	ALL INDIRECT COSTS		
City of Park City	\$1,103	\$0	\$922,720			\$114,221	\$1,038,044	\$69,472	\$1,107,516	\$830,448	\$26,104	\$856,552	\$250,963
Sedgwick County	\$92,083	\$0	\$608,530				\$700,613	\$68,661	\$769,274	\$547,677	\$8,995	\$556,672	\$212,601
Wichita USD 259		\$0	\$1,088,061	\$1,061,941			\$2,150,002	\$0	\$2,150,002	\$830,168	\$103,908	\$934,077	\$1,215,926
Sedgwick County Fire Dist.		\$0	\$369,159				\$369,159	\$24,724	\$393,883	\$332,243	\$2,245	\$334,487	\$59,395
State of Kansas	\$962,104	\$0	\$31,079		\$127,832		\$1,121,014	\$843,230	\$1,964,244	\$27,971	\$1,138,627	\$1,166,598	\$797,646
TOTALS	\$1,055,289	\$0	\$3,019,550	\$1,061,941	\$127,832	\$114,221	\$5,378,832	\$1,006,086	\$6,384,918	\$2,568,508	\$1,279,878	\$3,848,386	\$2,536,532

C Realty, LLC

Other Economic Impacts of the Project

	In the First Year	Over 10 Years
Permanent jobs created	2	14
Construction jobs created	61	0
Number of New Residents in the Community	3	20
Number of Additional Students in the Local School District	1	7
Increase in Local Personal Incomes	\$65,800	\$4,182,461
Increase in Local Retail Sales	\$2,463,178	\$4,578,953
Increase in the Community's Property Tax Base	\$9,100,000	\$9,100,000
Estimated new annual tax revenues after 10 years:		Property Taxes
	City	\$103,801
	County	\$68,456
	School	\$122,401
	Fire District	\$41,528
	State	\$3,496
	Totals	\$339,683

ORDINANCE NO. 1181-2023

AN ORDINANCE AUTHORIZING THE CITY OF PARK CITY, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2023 (K&M TIRE PROJECT) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION, FURNISHING, AND EQUIPPING A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

THE GOVERNING BODY OF THE CITY OF PARK CITY, KANSAS HAS FOUND AND DETERMINED:

A. The City of Park City, Kansas (the “Issuer”) is authorized by K.S.A. 12-1740 *et seq.*, as amended (the “Act”), to acquire, construct, improve and equip facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for the facilities, and to issue revenue bonds for the purpose of paying the costs of the facilities.

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2023 (K&M Tire Project) in the aggregate principal amount of \$11,500,000 (the “Series 2023 Bonds”), for the purpose of paying the costs of the acquisition, construction, furnishing, and equipping of a commercial facility (the “Project”) in the Lease authorized in this Ordinance, for lease to C Realty, LLC, an Ohio limited liability company (the “Tenant”).

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2023 Bonds to execute and deliver the following documents (collectively, the “Bond Documents”):

- (i) a Trust Indenture (the “Indenture”), with First Financial Bank, as trustee (the “Trustee”), prescribing the terms and conditions of issuing and securing the Series 2023 Bonds;
- (ii) a Site Lease (the “Site Lease”) with the Tenant under which the Tenant will lease an interest in the Real Property to the Issuer;
- (iii) a Project Lease (the “Project Lease”) with the Tenant, under which the Issuer will acquire, construct, furnish, and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments; and
- (iv) a Bond Purchase Agreement (the “Bond Purchase Agreement”) providing for the sale of the Series 2023 Bonds by the Issuer to C Realty, LLC (the “Purchaser”).
- (v) an Agreement for Payment in Lieu of Taxes (the “Agreement for Payment in Lieu of Taxes”) with the Tenant, under which the Tenant will make payments in lieu of taxes for each year after issuance of the Series 2023 Bonds that the Project is exempt from ad valorem taxation.

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Series 2023 Bonds is eligible for exemption from ad valorem property taxes for up to 10 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-

53,113, and amendments thereto. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of 10 years, subject to a payment in lieu of taxes for each year of the exemption, as more particularly described in the Agreement for Payment in Lieu of Taxes.. Prior to making this determination, the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of the exemption required by K.S.A. 12-1749d.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PARK CITY, KANSAS:

Section 1. Definition of Terms. All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture and the Project Lease.

Section 2. Authority to Cause the Project to Be Purchased and Constructed. The Issuer is authorized to lease the Real Property and cause the Project to be acquired, constructed and equipped in the manner described in the Indenture, the Site Lease and the Project Lease.

Section 3. Authorization of and Security for the Bonds. The Issuer is authorized and directed to issue the Series 2023 Bonds, to be designated "City of Park City, Kansas Taxable Industrial Revenue Bonds, Series 2023 (K&M Tire Project)" in the aggregate principal amount of \$11,500,000, for the purpose of providing funds to pay the costs of the acquisition, construction, furnishing, and equipping of the Project. The Series 2023 Bonds will be dated and bear interest, will mature and be payable at the times, will be in the forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series 2023 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Project Lease. The Series 2023 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer and will not be payable in any manner by taxation.

Section 4. Authorization of Indenture. The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series 2023 Bonds on the terms and conditions in the Indenture.

Section 5. Lease of the Project. The Issuer will lease an interest in the Real Property and acquire, construct, furnish, and equip the Project and lease it to the Tenant according to the provisions of the Site Lease and Project Lease in the form approved in this Ordinance.

Section 6. Authorization of Bond Purchase Agreement. The Issuer is authorized to sell the Series 2023 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. Execution of Bonds and Bond Documents. The Mayor of the Issuer is authorized and directed to execute the Series 2023 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor, or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence, is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with the corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2023 Bonds, the Bond Documents and the other

documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. Property Tax Exemption; Payment in Lieu of Taxes. The Project will be exempt from ad valorem property taxes for 10 years, commencing in the calendar year after the calendar year in which the Series 2023 Bonds are issued, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals. The Issuer is authorized to enter into the Agreement for Payment in Lieu of Taxes in substantially the form presented for review prior to passage of this Ordinance.

Section 9. Pledge of the Project and Net Lease Rentals. The Issuer hereby pledges the Project and the net rentals generated under the Project Lease to the payment of the Series 2023 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2023 Bonds are paid or deemed to have been paid under the Indenture.

Section 10. Authority To Correct Errors and Omissions. The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of the instruments or to the provisions of this Ordinance.

Section 11. Further Authority. The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2023 Bonds and the Bond Documents.

Section 12. Effective Date. This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication of a summary once in the Issuer's official newspaper.

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PASSED by the governing body of the Issuer on November 28, 2023 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

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Prepared By: Russ Ewy, Planning Department AGENDA ITEM #10.

Summary:

Z-2023-04 - DISCUSS AND CONSIDER APPROVAL OF A PROPOSED CHANGE OF ZONING DISTRICT CLASSIFICATION FROM THE R-2 SINGLE-FAMILY RESIDENTIAL DISTRICT TO THE I-1 LIGHT INDUSTRIAL DISTRICT, LOCATED ONE-THIRD MILE SOUTH OF 69TH STREET NORTH AND WEST OF BROADWAY AVENUE (6701 N. BROADWAY AVENUE). (RUSS EWY)

Background:

Jerri Hoffine, the owner of the subject property, and Iron Horse Development (contract purchaser) are requesting approval of a change of zoning to the I-1 Light Industrial District for the future development of industrial uses. The subject property, approximately 73 acres in size, is currently zoned R-2 Single-Family Residential District and is used for agricultural production. The site is bisected north to south with a section of flood-control levy and is significantly covered by the 100-year floodplain.

Properties to the north and southwest are located in Sedgwick County (zoned a default SF-20 Single-Family designation) and are also used for agricultural production. Property adjacent to the west is within Park City, zoned R-2 Single-Family Residential District, and developed with residences along 69th Street North. Land across Broadway Avenue to the west is developed with a manufactured home park (Navajo Lake Estates), and several industrial uses, while land to the south is zoned I-1 Light Industrial but currently remains in agricultural production.

Fiscal Impact:

There is no identifiable cost to the city in approving the zone change.

Staff Recommendation:

Planning Commission recommends approval of the zone change request (4-0), subject to conditions.

Attachments:

- [Z-2023-04 Hoffine Property Zoning - Staff Findings and Exhibits.pdf](#)

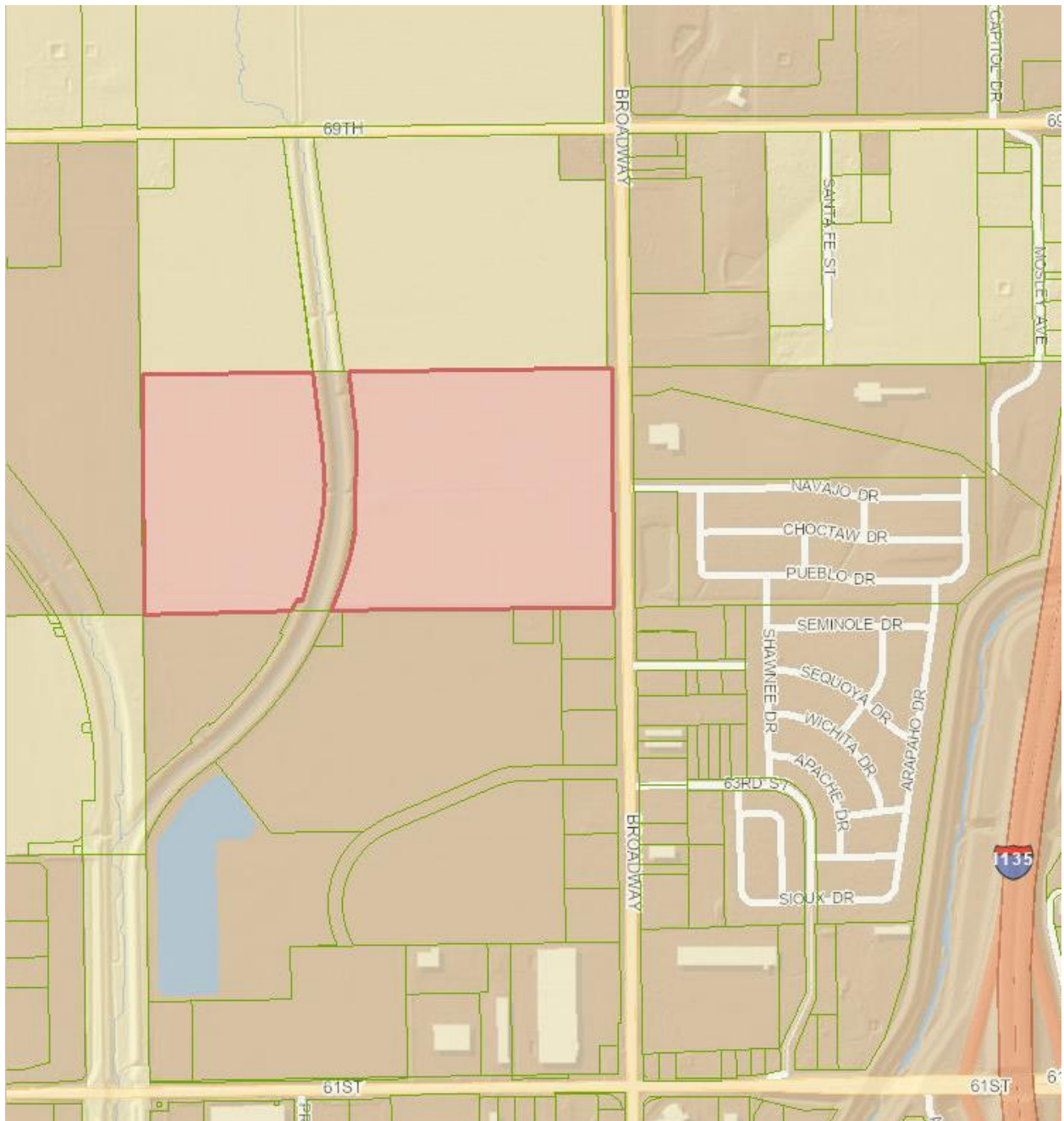
- [1182-2023 Hoffine Property Zoning - Ordinance.pdf](#)

Z-2023-04 - Zoning Factors Supporting Staff's Recommendation:

1. *What are the existing uses, their character and condition on the subject property and in the surrounding neighborhood?* **The subject property is located within an industrial growth area of the city, with a mix of agricultural, residential, commercial, and industrial uses along the Broadway corridor.**
2. *What is the current zoning of the subject property and that of the surrounding neighborhood in relationship to the requested change?* **The subject property is currently zoned R-2 Single-Family Residential, and properties to the north, west and east have residential designations. The land to the south and southeast of the subject property are zoned a mix of commercial and industrial districts.**
3. *Is the length of time that the subject property has remained undeveloped or vacant as zoned a factor in the consideration?* **Not applicable.**
4. *Would the request correct an error in the application of these regulations?* **No.**
5. *Is the request caused by changed or changing conditions in the area of the subject property and, if so, what is the nature and significance of such changed or changing conditions?* **No, there is no significant change in the area. Broadway continues to be the primary focus of industrial and commercial development.**
6. *Do adequate sewage disposal and water supply and all other necessary public facilities including street access exist or can they be provided to serve the uses that would be permitted on the subject property?* **Yes, municipal services are available in the area and can be extended to serve the subject property.**
7. *Would the subject property need to be platted or replatted or in lieu of dedications made for rights-of-way, easements, access control or building setback lines?* **Yes, a plat will need to be completed prior to development.**
8. *Would a screening plan be necessary for existing and/or potential uses of the subject property?* **In staff's opinion, screening is provided by the existing hedge row along the northern property line, and the site will need to comply with the City's Non-Residential Design Guidelines.**
9. *Is suitable vacant land or buildings available or not available for development that currently has the same zoning as is requested?* **Within this area of the city there is not sufficient land for larger industrial projects. Available land is either developed or not on the market for sale.**
10. *If the request is for business or industrial uses, are such uses needed to provide more services or employment opportunities?* **There is the potential for these developments to increase local employment.**

11. *Is the subject property suitable for the current zoning to which it has been restricted?* **The subject property remains somewhat suitable for residential uses, but the existing floodplain limits efficient residential development.**
12. *If the request were approved, would the uses which would be permitted on the subject property be compatible with the uses permitted on other property in the neighborhood?* **Yes, the uses permitted under the I-1 zoning district can be considered compatible with the other uses currently permitted by-right along the Broadway corridor.**
13. *Would the request be consistent with the purpose of the zoning district classification and the intent and purpose of these regulations?* **Yes.**
14. *Is the request in conformance with the Comprehensive Plan and does it further enhance the implementation of the Plan?* **The Comprehensive Plan's Future Land Use Map indicates this area as appropriate for residential and commercial uses, with land to the north and south of the application area being suitable for industrial uses. In staff's opinion this request meets the general intent of the Plan, specifically when considering the development limitations of the floodplain and the continuation of industrial projects along Broadway.**
15. *What is the support or opposition to the request?* **Staff have not received any public input on this request.**
16. *Are there any informational materials or recommendations available from professional persons knowledgeable on this request which would be helpful in its evaluation?* **Staff recommends approval of the requested zone change. Properties along Broadway are increasingly industrial in nature and interspersed with residential uses.**
17. *By comparison, does the relative gain to the public health, safety, and general welfare of not approving the request outweigh the loss in value or the hardship imposed upon the applicant?* **No.**

PROPERTY LOCATION EXHIBIT



AERIAL EXHIBIT



SITE PICTURES



Looking southwest from Broadway at subject property.



Property north of the subject property.

SITE PICTURES



Undeveloped industrial land south of subject property.



Residential and Industrial development east of subject property.

(Published in the *Ark Valley News* on _____, 20____).

**City of Park City
ORDINANCE NO. 1182-2023**

**AN ORDINANCE CHANGING THE ZONING DISTRICT CLASSIFICATION OF
CERTAIN LANDS LOCATED IN THE CITY OF PARK CITY, KANSAS,
UNDER THE AUTHORITY GRANTED BY THE ZONING REGULATIONS OF
THE CITY AS ORIGINALLY APPROVED BY ORDINANCE NO. 922-2013.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PARK CITY,
KANSAS.**

SECTION 1. Having received a recommendation from the Park City Planning Commission on Case No. Z-2023-04, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of the Zoning Regulations of the City as originally approved by Ordinance No. 922-2013, the zoning district classification of the lands legally described hereby are changed as follows:

Zoning district classification from the R-2 Single-Family Residential District to the I-1 Light Industrial District.

Legal description: The South Half of the Northeast Quarter (S/2, NE/4) of Section 8, Township 26 South, Range 1 East of the 6th P.M. subject to easements, rights-of-way, and restrictions of record more particularly described as: The South Half of the Northeast Quarter, EXCEPT beginning 1643.39 feet West of the Southeast Corner of the Northeast Quarter; thence West 208.1 feet; thence northeasterly 84.97 feet; thence southeasterly 20 feet; thence northeasterly 799.60 feet; thence northeasterly 480.67 feet; thence east 171.12 feet; thence southeasterly 542.3 feet; thence southwesterly along a curve 716.23 feet to the point of beginning, Section 8, Township 26 South , Range 1 East, Sedgwick County, Kansas.

General location: One-third mile south of 69th Street North and west of Broadway Avenue (6701 N. Broadway Avenue).

Such change of zoning is subject to the following conditions:

1. The subject property shall be platted prior to obtaining building permits and within one year of approval. Staff may grant additional extensions of time for platting.
2. Development shall be subject to the Non-Residential Design Guidelines of the Zoning Regulations.
3. The applicants shall plat a 100-foot building setback along the north and west property lines, and a minimum 50-foot building setback along Broadway Avenue. Platted reserves may be used for this requirement and shall be reviewed at the time of subdividing the property.

4. The applicants shall plat a 50-foot reserve along the north property line to protect the existing tree row as a landscape buffer, provided the abutting property to the north is residentially-zoned at the time of platting.
5. The existing tree row along the north property line shall be maintained in a manner sufficient to provide screening for all residentially-zoned properties adjacent to the site. In the event the tree row no longer provides adequate screening, the subject property shall be required to install a combination of deciduous and evergreen landscaping equivalent of one tree per 40 feet.
6. All exterior lighting sources shall employ cut-off luminaries to minimize light trespass and glare and shall be shielded to direct light disbursement in a downward direction. The site shall share similar or consistent parking lot lighting elements (i.e., fixtures, poles, and lamps, and etc.), and shall limit the height of light poles to 20 feet, including the base, within 200 feet of abutting residential-zoned property, and 28 feet, including the base, on the remainder of the tract.

SECTION 2. Upon the taking effect of this Ordinance, the above zoning change shall be entered and shown on the Official Zoning Map(s) as previously adopted by reference and said map(s) is hereby reincorporated as a part of the Zoning Regulations as amended.

SECTION 3. This Ordinance shall take effect and be in force from and after its passage, approval, and publication once in the official city newspaper.

PASSED by the Governing Body on November 28, 2023.

APPROVED by the Mayor on November 28, 2023.

(SEAL)

ATTEST:

John Lehnherr, Mayor

Marlo Rugg, City Clerk



Prepared By: Russ Ewy, Planning Department AGENDA ITEM #11.

Summary:

DISCUSS AND CONSIDER APPROVAL OF TEXT AMENDMENTS TO THE CITY OF PARK CITY'S ZONING REGULATIONS TO MODIFY THE CLASSIFICATION OF CONDITIONAL USES. (RUSS EWY)

Background:

The proposed amendments under consideration are intended to change the classification of certain conditional uses within the City of Park City Zoning Regulations.

The American Warrior, Inc., and Brian F. Price v. Board of County Commissioners of Finney County, Kansas, and Huber Sand, Inc. appeals case held that the establishment of a land use falls under the authority of the governing body, and not the Board of Zoning Appeals, causing local jurisdictions to review their regulations for compliance. Currently our regulations are constructed where certain land uses (e.g., "casinos") are listed as conditional uses and require BZA approval, as opposed to the standard procedure for reviewing and approving zoning amendments and special use applications.

The primary change to the regulations under this amendment is eliminating the listing of conditional uses within the various zoning districts and shifting those uses under the special use listings. Other "conditional uses as exceptions" will remain unchanged, such as those for approving larger accessory structures.

Fiscal Impact:

There is no identifiable cost to the city in approving the text amendments.

Staff Recommendation:

Planning Commission recommends approval of the text amendments (VOTE).

Attachments:

- [1183-2023 Zoning Regulations Amendment - Conditional Uses.pdf](#)

City of Park City

ORDINANCE NO 1183-2023

AN ORDINANCE ENACTED APPROVING AND INCORPORATING BY REFERENCE CERTAIN MODEL ZONING REGULATIONS GOVERNING THE USE OF LAND AND THE LOCATION OF BUILDINGS WITHIN THE CITY OF PARK CITY, KANSAS, AS PREPARED AND PUBLISHED IN BOOK FORM BY THE PARK CITY PLANNING COMMISSION PURSUANT TO K.S.A. 12-741 THROUGH 12-766, AS AMENDED; K.S.A. 12-3009 THROUGH 12-3012, AS AMENDED; AND K.S.A. 12-3301 THROUGH 12-3302, AS AMENDED; ESTABLISHING ZONING DISTRICT BOUNDARIES AND THE CLASSIFICATIONS OF SUCH DISTRICTS; ADOPTING BY REFERENCE AN OFFICIAL MAP OF ZONING DISTRICTS; DEFINING CERTAIN TERMS USED IN SAID REGULATIONS; REGULATING THE MAXIMUM DIMENSIONS OF BUILDINGS AND OTHER STRUCTURES THROUGH BULK REGULATIONS AND LOT AREAS; REGULATING THE LOCATION AND SIZE OF SIGNS; PROVIDING FOR AND REGULATING VEHICULAR PARKING SPACE; REESTABLISHING THE BOARD OF ZONING APPEALS AND PRESCRIBING ITS DUTIES; PROVIDING FOR THE APPOINTMENT OF A ZONING ADMINISTRATOR AND PRESCRIBING HIS OR HER DUTIES; PROVIDING FOR FEES TO BE CHARGED FOR AMENDMENTS, APPEALS AND PERMITS; ESTABLISHING A MEANS FOR AMENDING SAID REGULATIONS, MAP AND ORDINANCE; PROVIDING FOR PENALTIES FOR VIOLATION OF ITS PROVISIONS AND A MEANS OF ENFORCEMENT; AND REPEALING ALL OTHER ORDINANCES IN CONFLICT HEREWITH.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PARK CITY, KANSAS:

Section 1. **Adoption:** Zoning regulations are hereby approved and adopted by the Governing Body of the City of Park City, Kansas, as prepared and published in book form as model regulations by the Park City Planning Commission with the technical assistance of the City Planning/Zoning Administrator, and under the date of November 30, 2023 and entitled "Zoning Regulations of the City of Park City, Kansas" and the same are hereby incorporated by reference as fully as if set out herein.

Section 2. **Official Map:** There are further herein incorporated by reference and adopted an Official Zoning Map including the current Flood Insurance Rate Map (F.I.R.M.) delineating the boundaries of zoning districts and the classification of such districts, which map shall be marked "Official copy of zoning district map incorporated into zoning regulations by adoption of Ordinance No. 1182-2023 by the Governing Body of the City of Park City on the 28th day of November, 2023" and filed with the Zoning Administrator to be open for inspection and available to the public at all reasonable business hours.

Section 3. **Public Hearing:** The advertised public hearing required by Kansas law was duly held on November 20, 2023 by the Park City Planning Commission, and a discussion of said Zoning Regulations and map was had at the hearing; and the Zoning Regulations and map in model code form herein adopted are a true and correct copy of those regulations as adopted by the Planning Commission.

Section 4. **Jurisdiction:** From the effective date of this Ordinance, the Zoning Regulations and Official Zoning Map herein incorporated by reference shall govern all use of the land and the location of buildings and other structures placed within the City of Park City, Kansas.

Section 5. **Official Copies:** Not less than three copies of the Zoning Regulations in book form marked "Official Copy as incorporated by Ordinance No. 1182-2023_" and to which there shall be a published copy of this Ordinance attached, shall be filed with the City Clerk to be open for inspection and available to the public at all reasonable business hours.

Section 6. **Invalidity of a Part:** Any provisions of this Ordinance which shall be declared by a competent court to be unconstitutional or invalid shall not affect the validity and authority of any other sections of said Ordinance.

Section 7. **Repeal:** Ordinance No. 922-2013 is hereby repealed and any other ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

Section 8. **Effective Date:** This Ordinance shall take effect from and after its passage, approval and publication once in the official city newspaper.

PASSED BY THE CITY COUNCIL this 28th day of November, 2023.

APPROVED BY THE MAYOR this 28th day of November, 2023.

(S E A L)

John Lehnherr, Mayor

ATTEST:

Marlo Rugg, City Clerk

APPROVED AS TO FORM ONLY:

Douglas Moshier, City Attorney



Prepared By: Dee Anne Grunder, Finance AGENDA ITEM #12.

Summary:

CONSIDER APPROVAL OF THE WRITE-OFF OF THE 2022 UNCOLLECTIBLE UTILITY ACCOUNTS (DG)

Background:

Accounts that are likely to be uncollectible should be written off annually to avoid accounts receivable balances becoming unreasonably high. The write-off process removes the bills from accounts receivable and charges the bad debt expenditure accounts. It also moves the accounts to a Bad Debts section of the Incode financial system.

Fiscal Impact:

Reduction in Accounts Receivable and increase in expenditures. Increase in future revenues through State of Kansas Set-Off Program collection efforts.

Staff Recommendation:

Staff recommends approval.



Prepared By: Sean Fox, Administration AGENDA ITEM #13.

Summary:

DISCUSS AND CONSIDER APPROVING A RESOLUTION DETERMINING THE ADVISABILITY OF WATER DISTRIBUTION IMPROVEMENTS FOR CHAMPTOWN DEVELOPMENT. (SF)

Background:

The attached Petition was filed with the City Clerk proposing improvements to the City's water distribution system. The petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements and therefore, the Petitioners requested that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq.

The "Improvements" include a water distribution system, including necessary water mains, pipes, valves, hydrants, meters, and appurtenances to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

The estimated or probable cost of the proposed Improvements is: \$410,700, with said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this resolution authorizing the "Improvements."

The "Improvement District" to be assessed for the cost of the "Improvements" is:
See ***Exhibit A***

The method of assessment of all costs of the improvement or which the improvement district shall be equal per square foot.

The apportionment of the cost of the "Improvements" between the "Improvement District" and the City is 100% to be assessed against the "Improvement District" and 0% to be paid by the City.

Fiscal Impact:

None.

Staff Recommendation:

Staff recommends approval.

Attachments:

- [Water Petition Champtown - 111423.pdf](#)
- [1180-2023 Champtown - Water.pdf](#)

PETITION

WDS Improvements — Portions of NW and SW 1/4 Section 16 Township 26 South, Range 1 East

TO: The Mayor and City Council (the “Governing Body”)
City of Park City, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Park City, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-da01 et seq. (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: Four Hundred Ten Thousand Seven Hundred Dollars (\$410,700) exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

See *Exhibit A* attached hereto

(d) The proposed method of assessment is equal per square foot.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	PIN # Owned Within Proposed Improvement District
LAM Properties, LLC Dana M. Lies, Managing Member		 00275576 & 00275554

THIS PETITION was filed in my office on _____; and was examined, considered and found sufficient by the Governing Body on _____.

City Clerk

EXHIBIT A

PIN #	Legal Description	Owner
00275576	The North Half of the North Half of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, Lying east of the floodway condemned in Case #A-41501, and except portion deeded for 1-135 Highway in Deed Book 1426, Page 189.	LAM Properties, LLC
00275554	<p>Parcel 1:</p> <p>That portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as: Commencing at the Northwest corner of Wichita Truck Center, an Addition to Sedgwick County, Kansas; thence along the West line of said addition on an assumed bearing of S33°55'15"W a distance of 1,109.08 feet to the point of beginning; thence S56°40'11"E a distance of 489.84 feet; thence S52°08'40"E a distance of 80 feet; thence along a curve to the right having a central angle of 38°23'49", a radius of 169.64 feet, and arc length of 113.09 feet, a chord having a bearing of N57°03'15"E a distance of 111.57 feet; thence S13°44'50"E a distance of 185.00 feet; thence N76°15'10"E a distance of 167.18 feet; thence S13°44'50"E a distance of 250.00 feet; thence N76°15'10"E a distance of 450.00 feet; thence S13°44'50"E a distance of 308.32 feet thence S16°03'20"E a distance of 422.49 feet; thence N73°56'40"E a distance of 80 feet to a point on the East line of said Wichita Truck Center; thence S16°03'20"E a distance of 337.60 feet to the Southeast corner of said Wichita Truck Center; thence N89°58'45"W a distance of 1676.40 feet to the Southwest corner of said Wichita Truck Center; thence N12°48'00"W a distance of 847.10 feet along the West line of said Wichita Truck Center; thence along a curve to the right having a central angle of 46°38'24", a radius of 648.50 feet, an arc length of 527.90 feet, a chord having a bearing of N10°30'40"E a distance of 513.44 feet; thence N33°55'15"E a distance of 252.76 feet back to the point of beginning;</p> <p>EXCEPT THAT PART DESCRIBED AS: That part of Wichita Truck Center, Sedgwick County, Kansas, described as: Commencing at the S.E. corner of said Wichita Truck Center Addition; thence N16°49'01"W, along the east line of said Wichita Truck Center Addition, a distance of 796.59 feet; thence S90°W, a distance of 741.35 feet to the point of beginning; thence continuing S90°W, a distance of 104.00 feet; thence N00°E, a distance of 85.00 feet; thence N90°E, a distance of 104.00 feet; thence S00°W, a distance of 85.00 feet to the point of beginning.</p>	LAM Properties, LLC

	<p>ANDEXCEPTTHATPARTDESCRIBED AS: A portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as commencing at the southeast corner of the Northwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas; thence N34°49'13"W (assumed Kansas Grid South), 733.28 feet to a point on the west line of Air Cap Drive as platted in Air Cap Truck Plaza Addition, a Replat of a portion of Wichita Truck Center Addition, Sedgwick County, Kansas, and for a Point of Beginning; thence S63°27'42"W, 56.80 feet; thence N18°18'29"W, 35.33 feet; thence N80°10'54"E, 57.37 feet to a point on the west line of said Air Cap Drive; thence S1d°42'39"E, along the west line of said Air Cap Drive, 18.73 feet to the Point of Beginning.</p> <p>ANDEXCEPTTHATPARTDESCRIBED AS: A portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as commencing at the southeast corner of the Northwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas; thence S89°19'40"W (assumed Kansas Grid South), along the south line of said Northwest Quarter, 294.26 feet; thence N00°40'20"W, 17.18 feet to the Point of Beginning; thence N13°00'02"W, 35.48 feet; thence N84°42'19"E, 55.12 feet; thence S12°02'52"E, 22.14 feet; thence S70°44'27"W, 54.58 feet to the Point of Beginning.</p> <p>ANDEXCEPTTHATPARTDESCRIBED AS: A tract of land commencing at the northwest corner of Wichita Truck Center, an Addition in Sedgwick County, Kansas, and running east on an assumed bearing of S89°36'00"E, along the north line of said Wichita Truck Center Addition for a distance of 252 feet; thence S33°02'10"E for a distance of 154.64 feet; thence S17°55'10"E for a distance of 886.38 feet; thence S76°15'10"W for a distance of 553.00 feet; thence S13°44'50"E for a distance of 40 feet to the northernmost corner of a tract of land described on the deed filed with the Sedgwick County Register of Deeds on Doc/Flm-Pg: 28698349; thence continuing S13°44'50"E for a distance of 185 feet to the easternmost corner of said deed filed on Doc/Flm-Pg: 28d98349 being the point of beginning; thence continuing S13°44'50"E for a distance of 100 feet; thence S7d°15'10"W for a distance of 138.18 feet; thence N13°44'50"W for a distance of 100 feet to the southernmost corner of said deed filed on Doc/Flm-Pg: 28698349; thence N76°15'10"E for a distance of 138.18 feet along the southeasterly line of said deed filed on Doc/Flm-Pg: 28698349 to the point of beginning.</p>	
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	<p>Parcel 2:</p> <p>A portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as:</p> <p>From the northwest corner of Air Cap Truck Plaza Addition to the City of Park City, Sedgwick County, Kansas; thence southwesterly on the west line of said Addition on an assumed bearing of S33°55' 15"W for a distance of 1,109.08 feet; thence S56°40' 11"E for a distance of 489.84 feet to the point of beginning; thence S52°08' 40"E for a distance of 80.00 feet; thence 113.69 feet northeasterly on a curve to the right having a radius of 169.64 feet and a 111.57 feet chord bearing N57°03' 15"E, said point being the southwest corner of Beaumont Street as platted in said Air Cap Truck Plaza Addition; thence N13°44' 50"W along said Beaumont Street for a distance of 80.00 feet to a northwesterly corner of said Beaumont Street; thence 167.30 feet southwesterly on a curve to the left having a radius of 249.64 feet and a 164.19 chord bearing S57°03' 15"W to the point of beginning.</p>	
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EXHIBIT A

OWNER: City of Park City
 PROJECT: WATER MAIN
 Park City, Sedgwick County, Kansas
 PEC PROJECT NO: 230712-000
 ESTIMATE DATE: OCTOBER 2023
 ENGINEER'S ESTIMATE



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S OPINION OF PROBABLE COST	
				UNIT PRICE	COST
CID WATER MAIN					
1	PIPE, WL 8"	2,500	LF	\$ 60.00	\$ 150,000.00
2	FIRE HYDRANT ASSEMBLY	7	EA	\$ 7,500.00	\$ 52,500.00
3	8" VALVE ASSEMBLY	2	EA	\$ 3,500.00	\$ 7,000.00
4	CONNECT TO EXISTING WL	1	EA	\$ 3,000.00	\$ 3,000.00
5	EROSION CONTROL / SEEDING	1	LS	\$ 10,000.00	\$ 10,000.00
6	MOBILIZATION	1	LS	\$ 25,000.00	\$ 25,000.00
7	CONSTRUCTION STAKING	1	LS	\$ 10,000.00	\$ 10,000.00
8	SITE CLEARING AND RESTORATION	1	LS	\$ 15,000.00	\$ 15,000.00
SUBTOTAL CONSTRUCTION				\$ 272,500.00	
CONTINGENCIES			10.0%	\$ 27,250.00	
TOTAL CONSTRUCTION				\$ 299,750.00	
GENERAL CONDITIONS (PERMITS, BONDS, AND INSURANCE)			10.0%	\$ 29,975.00	
PROJECT COSTS			27.0%	\$ 80,932.50	
ENGINEERING			9.0%	\$ 26,977.50	
CITY FINANCING/LEGAL/ADMIN			8.0%	\$ 23,980.00	
INSPECTION & TESTING			10.0%	\$ 29,975.00	
TOTAL PROJECT COST				\$ 410,657.50	

DOES NOT INCLUDE RIGHT-OF-WAY ACQUISITION OR UTILITY ADJUSTMENTS

PETITION AMOUNT
\$410,700.00

(Published in *The Ark Valley News*, on December 7, 2023).

RESOLUTION NO. 1180-2023

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF PARK CITY, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS/CHAMPTOWN).

WHEREAS, a Petition was filed with the City Clerk of the City of Park City, Kansas (the "City"), proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the "Act").

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PARK CITY, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances, to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$410,700, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is described on ***Exhibit A*** attached hereto.

(d) The method of assessment is: equally per square foot.

In the event all or part of the lots or parcels in the proposed Improvement District are platted before assessments have been levied, the assessments against the platted area shall be recalculated on the basis of the method of assessment set forth herein.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on November 28, 2023.

(SEAL)

By: _____
Name: John Lehnherr
Title: Mayor

ATTEST:

By: _____
Name: Marlo Rugg
Title: City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on November 28, 2023, as the same appears of record in my office.

DATED: November 28, 2023.

By: _____
Name: Marlo Rugg
Title: City Clerk

EXHIBIT A

PIN #	Legal Description	Owner
00275576	The North Half of the North Half of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, lying east of the floodway condemned in Case #A-41501, and except portion deeded for 1-135 Highway in Deed Book 1426, Page 189.	LAM Properties, LLC
00275554	<p>Parcel 1:</p> <p>That portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as: Commencing at the Northwest corner of Wichita Truck Center, an Addition to Sedgwick County, Kansas; thence along the West line of said addition on an assumed bearing of S33°55'15"W a distance of 1,109.08 feet to the point of beginning; thence S56°40' 11"E a distance of 489.84 feet; thence S52°08'40"E a distance of 80 feet; thence along a curve to the right having a central angle of 38°23'49", a radius of 169.64 feet, and arc length of 113.d9 feet, a chord having a bearing of N57°03'15"E a distance of 111.57 feet; thence S13°44'50"E a distance of 185.00 feet; thence N76°15'10"E a distance of 167.18 feet; thence S13°44'50"E a distance of 250.00 feet; thence N76°15' 10"E a distance of 450.00 feet; thence S13°44'50"E a distance of 308.32 feet thence S16°03'20"E a distance of 422.49 feet; thence N73°56'40"E a distance of 80 feet to a point on the East line of said Wichita Truck Center; thence S16°03'20"E a distance of 337.60 feet to the Southeast corner of said Wichita Truck Center; thence N89°58'45"W a distance of 1676.40 feet to the Southwest corner of said Wichita Truck Center; thence N12°48'00"W a distance of 847.10 feet along the West line of said Wichita Truck Center; thence along a curve to the right having a central angle of 46°38'24", a radius of 648.50 feet, an arc length of 527.90 feet, a chord having a bearing of N10°30'40"E a distance of 513.44 feet; thence N33°55' 15"E a distance of 252.76 feet back to the point of beginning;</p> <p>EXCEPT THAT PART DESCRIBED AS: That part of Wichita Truck Center, Sedgwick County, Kansas, described as: Commencing at the S.E. corner of said Wichita Truck Center Addition; thence N16°49'01"W, along the east line of said Wichita Truck Center Addition, a distance of 796.59 feet; thence S90°W, a distance of 741.35 feet to the point of beginning; thence continuing S90°W, a distance of 104.00 feet; thence N00°E, a distance of 85.00 feet; thence N90°E, a distance of 104.00 feet; thence S00°W, a distance of 85.00 feet to the point of beginning.</p> <p>AND EXCEPT THAT PART DESCRIBED AS: A portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as commencing at the southeast corner of the Northwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas; thence N34°49'13"W (assumed Kansas Grid South), 733.28 feet to a point on the west line of Air Cap Drive as platted in Air Cap Truck Plaza Addition, a Replat of a portion of Wichita Truck Center Addition, Sedgwick County, Kansas, and for a Point of Beginning; thence S63°27'42"W, 56.80 feet; thence N18°18'29"W, 35.33 feet; thence N80°10'54"E, 57.37 feet to a point on the west line of said Air Cap Drive; thence S1d°42'39"E, along the west line of said Air Cap Drive, 18.73 feet to the Point of Beginning.</p> <p>AND EXCEPT THAT PART DESCRIBED AS: A portion of Lot 1,</p>	LAM Properties, LLC

	<p>Block A, Wichita Truck Center, Sedgwick County, Kansas, described as commencing at the southeast corner of the Northwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas; thence S89°19'40"W (assumed Kansas Grid South), along the south line of said Northwest Quarter, 294.26 feet; thence N00°40'20"W, 17.18 feet to the Point of Beginning; thence N13°00'02"W, 35.48 feet; thence N84°42' 19"E, 55.12 feet; thence S12°02'52"E, 22.14 feet; thence S70°44'27"W, 54.58 feet to the Point of Beginning.</p> <p>AND EXCEPT THAT PART DESCRIBED AS: A tract of land commencing at the northwest corner of Wichita Truck Center, an Addition in Sedgwick County, Kansas, and running east on an assumed bearing of S89°36'00"E, along the north line of said Wichita Truck Center Addition for a distance of 252 feet; thence S33°02'10"E for a distance of 154.64 feet; thence S17°55'10"E for a distance of 886.38 feet; thence S76°15'10"W for a distance of 553.00 feet; thence S13°44'50"E for a distance of 40 feet to the northernmost corner of a tract of land described on the deed filed with the Sedgwick County Register of Deeds on Doc/Flm-Pg: 28698349; thence continuing S13°44'50"E for a distance of 185 feet to the easternmost corner of said deed filed on Doc/Flm-Pg: 28698349 being the point of beginning; thence continuing S13°44'50"E for a distance of 100 feet; thence 57d° 15'10"W for a distance of 138.18 feet; thence N13°44'50"W for a distance of 100 feet to the southernmost corner of said deed filed on Doc/Flm-Pg: 28698349; thence N76°15'10"E for a distance of 138.18 feet along the southeasterly line of said deed filed on Doc/Flm-Pg: 28698349 to the point of beginning.</p>	
	<p>Parcel 2: A portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as: From the northwest corner of Air Cap Truck Plaza Addition to the City of Park City, Sedgwick County, Kansas; thence southwesterly on the west line of said Addition on an assumed bearing of S33°55'15"W for a distance of 1,109.08 feet; thence S56°40'11"E for a distance of 489.84 feet to the point of beginning; thence S52°08'40"E for a distance of 80.00 feet; thence 113.69 feet northeasterly on a curve to the right having a radius of 169.64 feet and a 11.57 feet chord bearing N57°03'15"E, said point being the southwest corner of Beaumont Street as platted in said Air Cap Truck Plaza Addition; thence N13°44'50"W along said Beaumont Street for a distance of 80.00 feet to a northwesterly corner of said Beaumont Street; thence 167.30 feet southwesterly on a curve to the left having a radius of 249.64 feet and a 164.19 chord bearing S57°03'15"W to the point of beginning.</p>	



Prepared By: Sean Fox, Administration AGENDA ITEM #14.

Summary:

DISCUSS AND CONSIDER APPROVING A RESOLUTION DETERMINING THE ADVISABILITY OF STORMWATER DRAINAGE IMPROVEMENTS FOR CHAMPTOWN DEVELOPMENT. (SF)

Background:

The attached Petition was filed with the City Clerk proposing improvements to the stormwater drainage of Champtown Development. The petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements and therefore, the Petitioners requested that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq.

The "Improvements" include the construction of mass grading and stormwater piping where necessary, to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

The estimated or probable cost of the proposed Improvements is: \$3,699,500, with said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this resolution authorizing the "Improvements."

The "Improvement District" to be assessed for the cost of the "Improvements" is:
See ***Exhibit A***

The method of assessment of all costs of the improvement or which the improvement district shall be equal per square foot.

The apportionment of the cost of the "Improvements" between the "Improvement District" and the City is 100% to be assessed against the "Improvement District" and 0% to be paid by the City.

Fiscal Impact:

None.

Staff Recommendation:

Staff recommends approval.

Attachments:

- [Stormwater Drainage Petition Champtown - 111423.pdf](#)
- [1181-2023 Champtown - Stormwater.pdf](#)

PETITION

SWD Improvements — Portions of NW and SW 1/4 Section 16 Township 26 South, Range 1 East

TO: The Mayor and City Council (the “Governing Body”)
City of Park City, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Park City, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-da01 et seq. (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of mass grading and stormwater piping where necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: Three Million Six Hundred Ninety-Nine Thousand Five Hundred Dollars (\$3,699,500) exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

See *Exhibit A* attached hereto

(d) The proposed method of assessment is equal per square foot.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	PIN # Owned Within Proposed Improvement District
LAM Properties, LLC Dana M. Lies, Managing Member		 00275576 & 00275554

THIS PETITION was filed in my office on _____; and was examined, considered and found sufficient by the Governing Body on _____.

City Clerk

EXHIBIT A

PIN #	Legal Description	Owner
00275576	The North Half of the North Half of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, Lying east of the floodway condemned in Case #A-41501, and except portion deeded for 1-135 Highway in Deed Book 1426, Page 189.	LAM Properties, LLC
00275554	<p>Parcel 1: That portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as: Commencing at the Northwest corner of Wichita Truck Center, an Addition to Sedgwick County, Kansas; thence along the West line of said addition on an assumed bearing of S33°55'15"W a distance of 1,109.08 feet to the point of beginning; thence S56°40'11"E a distance of 489.84 feet; thence S52°08'40"E a distance of 80 feet; thence along a curve to the right having a central angle of 38°23'49", a radius of 169.64 feet, and arc length of 113.09 feet, a chord having a bearing of N57°03'15"E a distance of 111.57 feet; thence S13°44'50"E a distance of 185.00 feet; thence N76°15'10"E a distance of 167.18 feet; thence S13°44'50"E a distance of 250.00 feet; thence N76°15'10"E a distance of 450.00 feet; thence S13°44'50"E a distance of 308.32 feet thence S16°03'20"E a distance of 422.49 feet; thence N73°56'40"E a distance of 80 feet to a point on the East line of said Wichita Truck Center; thence S16°03'20"E a distance of 337.60 feet to the Southeast corner of said Wichita Truck Center; thence N89°58'45"W a distance of 1676.40 feet to the Southwest corner of said Wichita Truck Center; thence N12°48'00"W a distance of 847.10 feet along the West line of said Wichita Truck Center; thence along a curve to the right having a central angle of 46°38'24", a radius of 648.50 feet, an arc length of 527.90 feet, a chord having a bearing of N10°30'40"E a distance of 513.44 feet; thence N33°55'15"E a distance of 252.76 feet back to the point of beginning;</p> <p>EXCEPT THAT PART DESCRIBED AS: That part of Wichita Truck Center, Sedgwick County, Kansas, described as: Commencing at the S.E. corner of said Wichita Truck Center Addition; thence N16°49'01"W, along the east line of said Wichita Truck Center Addition, a distance of 796.59 feet; thence S90°W, a distance of 741.35 feet to the point of beginning; thence continuing S90°W, a distance of 104.00 feet; thence N00°E, a distance of 85.00 feet; thence N90°E, a distance of 104.00 feet; thence S00°W, a distance of 85.00 feet to the point of beginning.</p>	LAM Properties, LLC

	<p>ANDEXCEPTTHATPARTDESCRIBED AS: A portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as commencing at the southeast corner of the Northwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas; thence N34°49'13"W (assumed Kansas Grid South), 733.28 feet to a point on the west line of Air Cap Drive as platted in Air Cap Truck Plaza Addition, a Replat of a portion of Wichita Truck Center Addition, Sedgwick County, Kansas, and for a Point of Beginning; thence S63°27'42"W, 56.80 feet; thence N18°18'29"W, 35.33 feet; thence N80°10'54"E, 57.37 feet to a point on the west line of said Air Cap Drive; thence S1d°42'39"E, along the west line of said Air Cap Drive, 18.73 feet to the Point of Beginning.</p> <p>ANDEXCEPTTHATPARTDESCRIBED AS: A portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as commencing at the southeast corner of the Northwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas; thence S89°19'40"W (assumed Kansas Grid South), along the south line of said Northwest Quarter, 294.26 feet; thence N00°40'20"W, 17.18 feet to the Point of Beginning; thence N13°00'02"W, 35.48 feet; thence N84°42'19"E, 55.12 feet; thence S12°02'52"E, 22.14 feet; thence S70°44'27"W, 54.58 feet to the Point of Beginning.</p> <p>ANDEXCEPTTHATPARTDESCRIBED AS: A tract of land commencing at the northwest corner of Wichita Truck Center, an Addition in Sedgwick County, Kansas, and running east on an assumed bearing of S89°36'00"E, along the north line of said Wichita Truck Center Addition for a distance of 252 feet; thence S33°02'10"E for a distance of 154.64 feet; thence S17°55'10"E for a distance of 886.38 feet; thence S76°15'10"W for a distance of 553.00 feet; thence S13°44'50"E for a distance of 40 feet to the northernmost corner of a tract of land described on the deed filed with the Sedgwick County Register of Deeds on Doc/Flm-Pg: 28698349; thence continuing S13°44'50"E for a distance of 185 feet to the easternmost corner of said deed filed on Doc/Flm-Pg: 28d98349 being the point of beginning; thence continuing S13°44'50"E for a distance of 100 feet; thence S7d°15'10"W for a distance of 138.18 feet; thence N13°44'50"W for a distance of 100 feet to the southernmost corner of said deed filed on Doc/Flm-Pg: 28698349; thence N76°15'10"E for a distance of 138.18 feet along the southeasterly line of said deed filed on Doc/Flm-Pg: 28698349 to the point of beginning.</p>	
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	<p>Parcel 2:</p> <p>A portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as:</p> <p>From the northwest corner of Air Cap Truck Plaza Addition to the City of Park City, Sedgwick County, Kansas; thence southwesterly on the west line of said Addition on an assumed bearing of S33°55' 15"W for a distance of 1,109.08 feet; thence S56°40' 11"E for a distance of 489.84 feet to the point of beginning; thence S52°08' 40"E for a distance of 80.00 feet; thence 113.69 feet northeasterly on a curve to the right having a radius of 169.64 feet and a 111.57 feet chord bearing N57°03' 15"E, said point being the southwest corner of Beaumont Street as platted in said Air Cap Truck Plaza Addition; thence N13°44' 50"W along said Beaumont Street for a distance of 80.00 feet to a northwesterly corner of said Beaumont Street; thence 167.30 feet southwesterly on a curve to the left having a radius of 249.64 feet and a 164.19 chord bearing S57°03' 15"W to the point of beginning.</p>	
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EXHIBIT A

OWNER: City of Park City
 PROJECT: STORM WATER DRAINAGE IMPROVEMENT
 Park City, Sedgwick County, Kansas
 PEC PROJECT NO: 230712-000
 ESTIMATE DATE: OCTOBER 2023
 ENGINEER'S ESTIMATE



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S OPINION OF PROBABLE COST	
				UNIT PRICE	COST
MASS GRADING					
	MOBILIZATION	1	LS	\$ 80,000.00	\$ 80,000.00
	CONSTRUCTION STAKING	1	LS	\$ 20,000.00	\$ 20,000.00
	SITE CLEARING AND RESTORATION	1	LS	\$ 250,000.00	\$ 250,000.00
	RCB (7' X 3')	43	LF	\$ 450.00	\$ 19,350.00
	RCB (6' X 3')	50	LF	\$ 450.00	\$ 22,500.00
	RCB (5' X 3')	49	LF	\$ 450.00	\$ 22,050.00
	RCB (4' X 3')	627	LF	\$ 450.00	\$ 282,150.00
	PIPE (42")	215	LF	\$ 75.00	\$ 16,125.00
	PIPE (36")	1,165	LF	\$ 65.00	\$ 75,725.00
	PIPE (30")	469	LF	\$ 60.00	\$ 28,140.00
	PIPE (24")	574	LF	\$ 55.00	\$ 31,570.00
	PIPE (18")	299	LF	\$ 50.00	\$ 14,950.00
	RCB ES (7' X 3')	2	EA	\$ 3,000.00	\$ 6,000.00
	RCB ES (6' X 3')	1	EA	\$ 2,800.00	\$ 2,800.00
	RCB ES (5' X 3')	2	EA	\$ 2,600.00	\$ 5,200.00
	RCB ES (4' X 3')	1	EA	\$ 2,400.00	\$ 2,400.00
	RC HEADWALL (36")	1	EA	\$ 2,500.00	\$ 2,500.00
	RC MANHOLE	2	EA	\$ 7,500.00	\$ 15,000.00
	JUNCTION STRUCTURE	11	EA	\$ 4,500.00	\$ 49,500.00
	HEAVY STONE RIPRAP	315	SY	\$ 75.00	\$ 23,625.00
	EROSION CONTROL	1	LS	\$ 25,000.00	\$ 25,000.00
	TRAFFIC CONTROL	1	LS	\$ 25,000.00	\$ 25,000.00
	UNCLASSIFIED EXCAVATION	260,000	CY	\$ 2.50	\$ 650,000.00
	COMPACTED FILL	309,800	CY	\$ 1.00	\$ 309,800.00
	CONTRACTOR FURNISHED BORROW	53,040	CY	\$ 10.00	\$ 530,400.00
SUBTOTAL CONSTRUCTION				\$ 2,509,785.00	
CONTINGENCIES			10.0%	\$ 250,978.50	
TOTAL CONSTRUCTION				\$ 2,760,763.50	
GENERAL CONDITIONS (PERMITS, BONDS, AND INSURANCE)			10.0%	\$ 276,076.35	
PROJECT COSTS			24.0%	\$ 662,583.24	
ENGINEERING			6.0%	\$ 165,645.81	
CITY FINANCING/LEGAL/ADMIN			8.0%	\$ 220,861.08	
INSPECTION & TESTING			10.0%	\$ 276,076.35	
TOTAL PROJECT COST				\$ 3,699,423.09	

DOES NOT INCLUDE RIGHT-OF-WAY ACQUISITION OR UTILITY ADJUSTMENTS

PETITION AMOUNT
\$3,699,500.00

(Published in *The Ark Valley News*, on December 7, 2023).

RESOLUTION NO. 1181-2023

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF PARK CITY, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAINAGE IMPROVEMENTS/CHAMPTOWN).

WHEREAS, a Petition was filed with the City Clerk of the City of Park City, Kansas (the "City"), proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the "Act").

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PARK CITY, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

Construction of storm water drainage improvements, including grading and storm water pipes where necessary, to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$3,699,500, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is described on ***Exhibit A*** attached hereto.

(d) The method of assessment is: equally per square foot.

In the event all or part of the lots or parcels in the proposed Improvement District are platted before assessments have been levied, the assessments against the platted area shall be recalculated on the basis of the method of assessment set forth herein.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on November 28, 2023.

(SEAL)

By: _____
Name: John Lehnherr
Title: Mayor

ATTEST:

By: _____
Name: Marlo Rugg
Title: City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on November 28, 2023, as the same appears of record in my office.

DATED: November 28, 2023.

By: _____
Name: Marlo Rugg
Title: City Clerk

EXHIBIT A

PIN #	Legal Description	Owner
00275576	The North Half of the North Half of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, lying east of the floodway condemned in Case #A-41501, and except portion deeded for 1-135 Highway in Deed Book 1426, Page 189.	LAM Properties, LLC
00275554	<p>Parcel 1:</p> <p>That portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as: Commencing at the Northwest corner of Wichita Truck Center, an Addition to Sedgwick County, Kansas; thence along the West line of said addition on an assumed bearing of S33°55'15"W a distance of 1,109.08 feet to the point of beginning; thence S56°40' 11"E a distance of 489.84 feet; thence S52°08'40"E a distance of 80 feet; thence along a curve to the right having a central angle of 38°23'49", a radius of 169.64 feet, and arc length of 113.d9 feet, a chord having a bearing of N57°03'15"E a distance of 111.57 feet; thence S13°44'50"E a distance of 185.00 feet; thence N76°15'10"E a distance of 167.18 feet; thence S13°44'50"E a distance of 250.00 feet; thence N76°15' 10"E a distance of 450.00 feet; thence S13°44'50"E a distance of 308.32 feet thence S16°03'20"E a distance of 422.49 feet; thence N73°56'40"E a distance of 80 feet to a point on the East line of said Wichita Truck Center; thence S16°03'20"E a distance of 337.60 feet to the Southeast corner of said Wichita Truck Center; thence N89°58'45"W a distance of 1676.40 feet to the Southwest corner of said Wichita Truck Center; thence N12°48'00"W a distance of 847.10 feet along the West line of said Wichita Truck Center; thence along a curve to the right having a central angle of 46°38'24", a radius of 648.50 feet, an arc length of 527.90 feet, a chord having a bearing of N10°30'40"E a distance of 513.44 feet; thence N33°55' 15"E a distance of 252.76 feet back to the point of beginning;</p> <p>EXCEPT THAT PART DESCRIBED AS: That part of Wichita Truck Center, Sedgwick County, Kansas, described as: Commencing at the S.E. corner of said Wichita Truck Center Addition; thence N16°49'01"W, along the east line of said Wichita Truck Center Addition, a distance of 796.59 feet; thence S90°W, a distance of 741.35 feet to the point of beginning; thence continuing S90°W, a distance of 104.00 feet; thence N00°E, a distance of 85.00 feet; thence N90°E, a distance of 104.00 feet; thence S00°W, a distance of 85.00 feet to the point of beginning.</p> <p>AND EXCEPT THAT PART DESCRIBED AS: A portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as commencing at the southeast corner of the Northwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas; thence N34°49'13"W (assumed Kansas Grid South), 733.28 feet to a point on the west line of Air Cap Drive as platted in Air Cap Truck Plaza Addition, a Replat of a portion of Wichita Truck Center Addition, Sedgwick County, Kansas, and for a Point of Beginning; thence S63°27'42"W, 56.80 feet; thence N18°18'29"W, 35.33 feet; thence N80°10'54"E, 57.37 feet to a point on the west line of said Air Cap Drive; thence S1d°42'39"E, along the west line of said Air Cap Drive, 18.73 feet to the Point of Beginning.</p> <p>AND EXCEPT THAT PART DESCRIBED AS: A portion of Lot 1,</p>	LAM Properties, LLC

	<p>Block A, Wichita Truck Center, Sedgwick County, Kansas, described as commencing at the southeast corner of the Northwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas; thence S89°19'40"W (assumed Kansas Grid South), along the south line of said Northwest Quarter, 294.26 feet; thence N00°40'20"W, 17.18 feet to the Point of Beginning; thence N13°00'02"W, 35.48 feet; thence N84°42' 19"E, 55.12 feet; thence S12°02'52"E, 22.14 feet; thence S70°44'27"W, 54.58 feet to the Point of Beginning.</p> <p>AND EXCEPT THAT PART DESCRIBED AS: A tract of land commencing at the northwest corner of Wichita Truck Center, an Addition in Sedgwick County, Kansas, and running east on an assumed bearing of S89°36'00"E, along the north line of said Wichita Truck Center Addition for a distance of 252 feet; thence S33°02'10"E for a distance of 154.64 feet; thence S17°55'10"E for a distance of 886.38 feet; thence S76°15'10"W for a distance of 553.00 feet; thence S13°44'50"E for a distance of 40 feet to the northernmost corner of a tract of land described on the deed filed with the Sedgwick County Register of Deeds on Doc/Flm-Pg: 28698349; thence continuing S13°44'50"E for a distance of 185 feet to the easternmost corner of said deed filed on Doc/Flm-Pg: 28698349 being the point of beginning; thence continuing S13°44'50"E for a distance of 100 feet; thence 57d° 15'10"W for a distance of 138.18 feet; thence N13°44'50"W for a distance of 100 feet to the southernmost corner of said deed filed on Doc/Flm-Pg: 28698349; thence N76°15'10"E for a distance of 138.18 feet along the southeasterly line of said deed filed on Doc/Flm-Pg: 28698349 to the point of beginning.</p>	
	<p>Parcel 2: A portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as: From the northwest corner of Air Cap Truck Plaza Addition to the City of Park City, Sedgwick County, Kansas; thence southwesterly on the west line of said Addition on an assumed bearing of S33°55'15"W for a distance of 1,109.08 feet; thence S56°40'11"E for a distance of 489.84 feet to the point of beginning; thence S52°08'40"E for a distance of 80.00 feet; thence 113.69 feet northeasterly on a curve to the right having a radius of 169.64 feet and a 111.57 feet chord bearing N57°03'15"E, said point being the southwest corner of Beaumont Street as platted in said Air Cap Truck Plaza Addition; thence N13°44'50"W along said Beaumont Street for a distance of 80.00 feet to a northwesterly corner of said Beaumont Street; thence 167.30 feet southwesterly on a curve to the left having a radius of 249.64 feet and a 164.19 chord bearing S57°03'15"W to the point of beginning.</p>	



Prepared By: Sean Fox, Administration AGENDA ITEM #15.

Summary:

DISCUSS AND CONSIDER APPROVING A RESOLUTION DETERMINING THE ADVISABILITY OF SANITARY SEWER IMPROVEMENTS FOR CHAMPTOWN DEVELOPMENT. (SF)

Background:

The attached Petition was filed with the City Clerk proposing improvements to the City's sanitary sewer system. The petition was signed by the owners of record of more than one-half of the area liable for assessment for the proposed improvements and therefore, the Petitioners requested that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 et seq.

The "Improvements" include the construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

The estimated or probable cost of the proposed Improvements is: \$3,699,500, with said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this resolution authorizing the "Improvements."

The "Improvement District" to be assessed for the cost of the "Improvements" is:
See ***Exhibit A***

The method of assessment of all costs of the improvement or which the improvement district shall be equal per square foot.

The apportionment of the cost of the "Improvements" between the "Improvement District" and the City is 100% to be assessed against the "Improvement District" and 0% to be paid by the City.

Fiscal Impact:

None.

Staff Recommendation:

Staff recommends approval.

Attachments:

- [Sanitary Sewer Petition Champtown - 111423.pdf](#)
- [1182-2023 Champtown - Sewer.pdf](#)

PETITION

SS Improvements — Portions of NW and SW 1/4 Section 16 Township 26 South, Range 1 East

TO: The Mayor and City Council (the “Governing Body”)
City of Park City, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Park City, Kansas (the “City”), do hereby request that said improvements be made in the manner provided by K.S.A. 12-da01 et seq. (the “Act”).

(a) The improvements proposed to be made are as follows (the “Improvements”):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: Four Hundred Eighty-Three Thousand Dollars (\$483,000) exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the “Improvement District”) to be assessed for the costs of the proposed Improvements is:

See *Exhibit A* attached hereto

(d) The proposed method of assessment is equal per square foot.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	PIN # Owned Within Proposed Improvement District
LAM Properties, LLC Dana M. Lies, Managing Member		 00275576 & 00275554

THIS PETITION was filed in my office on _____; and was examined, considered and found sufficient by the Governing Body on _____.

City Clerk

EXHIBIT A

PIN #	Legal Description	Owner
00275576	The North Half of the North Half of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, Lying east of the floodway condemned in Case #A-41501, and except portion deeded for 1-135 Highway in Deed Book 1426, Page 189.	LAM Properties, LLC
00275554	<p>Parcel 1: That portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as: Commencing at the Northwest corner of Wichita Truck Center, an Addition to Sedgwick County, Kansas; thence along the West line of said addition on an assumed bearing of S33°55'15"W a distance of 1,109.08 feet to the point of beginning; thence S56°40'11"E a distance of 489.84 feet; thence S52°08'40"E a distance of 80 feet; thence along a curve to the right having a central angle of 38°23'49", a radius of 169.64 feet, and arc length of 113.09 feet, a chord having a bearing of N57°03'15"E a distance of 111.57 feet; thence S13°44'50"E a distance of 185.00 feet; thence N76°15'10"E a distance of 167.18 feet; thence S13°44'50"E a distance of 250.00 feet; thence N76°15'10"E a distance of 450.00 feet; thence S13°44'50"E a distance of 308.32 feet thence S16°03'20"E a distance of 422.49 feet; thence N73°56'40"E a distance of 80 feet to a point on the East line of said Wichita Truck Center; thence S16°03'20"E a distance of 337.60 feet to the Southeast corner of said Wichita Truck Center; thence N89°58'45"W a distance of 1676.40 feet to the Southwest corner of said Wichita Truck Center; thence N12°48'00"W a distance of 847.10 feet along the West line of said Wichita Truck Center; thence along a curve to the right having a central angle of 46°38'24", a radius of 648.50 feet, an arc length of 527.90 feet, a chord having a bearing of N10°30'40"E a distance of 513.44 feet; thence N33°55'15"E a distance of 252.76 feet back to the point of beginning;</p> <p>EXCEPT THAT PART DESCRIBED AS: That part of Wichita Truck Center, Sedgwick County, Kansas, described as: Commencing at the S.E. corner of said Wichita Truck Center Addition; thence N16°49'01"W, along the east line of said Wichita Truck Center Addition, a distance of 796.59 feet; thence S90°W, a distance of 741.35 feet to the point of beginning; thence continuing S90°W, a distance of 104.00 feet; thence N00°E, a distance of 85.00 feet; thence N90°E, a distance of 104.00 feet; thence S00°W, a distance of 85.00 feet to the point of beginning.</p>	LAM Properties, LLC

	<p>ANDEXCEPTTHATPARTDESCRIBED AS: A portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as commencing at the southeast corner of the Northwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas; thence N34°49'13"W (assumed Kansas Grid South), 733.28 feet to a point on the west line of Air Cap Drive as platted in Air Cap Truck Plaza Addition, a Replat of a portion of Wichita Truck Center Addition, Sedgwick County, Kansas, and for a Point of Beginning; thence S63°27'42"W, 56.80 feet; thence N18°18'29"W, 35.33 feet; thence N80°10'54"E, 57.37 feet to a point on the west line of said Air Cap Drive; thence S1d°42'39"E, along the west line of said Air Cap Drive, 18.73 feet to the Point of Beginning.</p> <p>ANDEXCEPTTHATPARTDESCRIBED AS: A portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as commencing at the southeast corner of the Northwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas; thence S89°19'40"W (assumed Kansas Grid South), along the south line of said Northwest Quarter, 294.26 feet; thence N00°40'20"W, 17.18 feet to the Point of Beginning; thence N13°00'02"W, 35.48 feet; thence N84°42'19"E, 55.12 feet; thence S12°02'52"E, 22.14 feet; thence S70°44'27"W, 54.58 feet to the Point of Beginning.</p> <p>ANDEXCEPTTHATPARTDESCRIBED AS: A tract of land commencing at the northwest corner of Wichita Truck Center, an Addition in Sedgwick County, Kansas, and running east on an assumed bearing of S89°36'00"E, along the north line of said Wichita Truck Center Addition for a distance of 252 feet; thence S33°02'10"E for a distance of 154.64 feet; thence S17°55'10"E for a distance of 886.38 feet; thence S76°15'10"W for a distance of 553.00 feet; thence S13°44'50"E for a distance of 40 feet to the northernmost corner of a tract of land described on the deed filed with the Sedgwick County Register of Deeds on Doc/Flm-Pg: 28698349; thence continuing S13°44'50"E for a distance of 185 feet to the easternmost corner of said deed filed on Doc/Flm-Pg: 28d98349 being the point of beginning; thence continuing S13°44'50"E for a distance of 100 feet; thence S7d°15'10"W for a distance of 138.18 feet; thence N13°44'50"W for a distance of 100 feet to the southernmost corner of said deed filed on Doc/Flm-Pg: 28698349; thence N76°15'10"E for a distance of 138.18 feet along the southeasterly line of said deed filed on Doc/Flm-Pg: 28698349 to the point of beginning.</p>	
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	<p>Parcel 2:</p> <p>A portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as:</p> <p>From the northwest corner of Air Cap Truck Plaza Addition to the City of Park City, Sedgwick County, Kansas; thence southwesterly on the west line of said Addition on an assumed bearing of S33°55' 15"W for a distance of 1,109.08 feet; thence S56°40' 11"E for a distance of 489.84 feet to the point of beginning; thence S52°08' 40"E for a distance of 80.00 feet; thence 113.69 feet northeasterly on a curve to the right having a radius of 169.64 feet and a 111.57 feet chord bearing N57°03' 15"E, said point being the southwest corner of Beaumont Street as platted in said Air Cap Truck Plaza Addition; thence N13°44' 50"W along said Beaumont Street for a distance of 80.00 feet to a northwesterly corner of said Beaumont Street; thence 167.30 feet southwesterly on a curve to the left having a radius of 249.64 feet and a 164.19 chord bearing S57°03' 15"W to the point of beginning.</p>	
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EXHIBIT A

OWNER: City of Park City
 PROJECT: SEWER MAIN
 Park City, Sedgwick County, Kansas
 PEC PROJECT NO: 230712-000
 ESTIMATE DATE: OCTOBER 2023
 ENGINEER'S ESTIMATE



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S OPINION OF PROBABLE COST	
				UNIT PRICE	COST
CID SANITARY SEWER MAIN					
1	PIPE, SS 10"	2,350	LF	\$ 80.00	\$ 188,000.00
2	MH, STANDARD SS (4')	11	EA	\$ 5,000.00	\$ 55,000.00
3	MH, SS DOGHOUSE (4')	1	EA	\$ 7,500.00	\$ 7,500.00
4	CONNECT TO EXISTING SS MH	2	EA	\$ 5,000.00	\$ 10,000.00
5	EROSION CONTROL / SEEDING	1	LS	\$ 10,000.00	\$ 10,000.00
6	MOBILIZATION	1	LS	\$ 25,000.00	\$ 25,000.00
7	CONSTRUCTION STAKING	1	LS	\$ 10,000.00	\$ 10,000.00
8	SITE CLEARING AND RESTORATION	1	LS	\$ 15,000.00	\$ 15,000.00
SUBTOTAL CONSTRUCTION				\$	320,500.00
CONTINGENCIES			10.0%	\$	32,050.00
TOTAL CONSTRUCTION				\$	352,550.00
GENERAL CONDITIONS (PERMITS, BONDS, AND INSURANCE)			10.0%	\$	35,255.00
PROJECT COSTS			27.0%	\$	95,188.50
ENGINEERING			9.0%	\$	31,729.50
CITY FINANCING/LEGAL/ADMIN			8.0%	\$	28,204.00
INSPECTION & TESTING			10.0%	\$	35,255.00
TOTAL PROJECT COST				\$	482,993.50

DOES NOT INCLUDE RIGHT-OF-WAY ACQUISITION OR UTILITY ADJUSTMENTS

PETITION AMOUNT
\$483,000.00

(Published in *The Ark Valley News*, on December 7, 2023).

RESOLUTION NO. 1182-2023

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF PARK CITY, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS/CHAMPTOWN).

WHEREAS, a Petition was filed with the City Clerk of the City of Park City, Kansas (the "City"), proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City-at-large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*; and

WHEREAS, the governing body of the City hereby finds and determines that said Petition was signed the owners of record of more than one-half of the area liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of K.S.A. 12-6a01 *et seq.* (the "Act").

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF PARK CITY, KANSAS:

Section 1. Findings of Advisability. The governing body hereby finds and determines that:

(a) It is advisable to make the following improvements (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances, to serve the area described as the Improvement District, all in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: \$483,000, exclusive of interest on financing and administrative and financing costs; said estimated cost to be increased at the pro rata rate of 1 percent per month from and after the date of adoption of this Resolution.

(c) The extent of the improvement district (the "Improvement District") to be assessed for the cost of the Improvements is described on ***Exhibit A*** attached hereto.

(d) The method of assessment is: equally per square foot.

In the event all or part of the lots or parcels in the proposed Improvement District are platted before assessments have been levied, the assessments against the platted area shall be recalculated on the basis of the method of assessment set forth herein.

(e) The apportionment of the cost of the Improvements between the Improvement District and the City-at-large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

Section 2. Authorization of Improvements. The abovesaid Improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City as set forth in **Section 1** of this Resolution.

Section 3. Bond Authority; Reimbursement. The Act provides for the costs of the Improvements, interest on interim financing and associated financing costs to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 4. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body of the City on November 28, 2023.

(SEAL)

By: _____
Name: John Lehnherr
Title: Mayor

ATTEST:

By: _____
Name: Marlo Rugg
Title: City Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on November 28, 2023, as the same appears of record in my office.

DATED: November 28, 2023.

By: _____
Name: Marlo Rugg
Title: City Clerk

EXHIBIT A

PIN #	Legal Description	Owner
00275576	The North Half of the North Half of the Southwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, lying east of the floodway condemned in Case #A-41501, and except portion deeded for 1-135 Highway in Deed Book 1426, Page 189.	LAM Properties, LLC
00275554	<p>Parcel 1:</p> <p>That portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as: Commencing at the Northwest corner of Wichita Truck Center, an Addition to Sedgwick County, Kansas; thence along the West line of said addition on an assumed bearing of S33°55'15"W a distance of 1,109.08 feet to the point of beginning; thence S56°40' 11"E a distance of 489.84 feet; thence S52°08'40"E a distance of 80 feet; thence along a curve to the right having a central angle of 38°23'49", a radius of 169.64 feet, and arc length of 113.d9 feet, a chord having a bearing of N57°03'15"E a distance of 111.57 feet; thence S13°44'50"E a distance of 185.00 feet; thence N76°15'10"E a distance of 167.18 feet; thence S13°44'50"E a distance of 250.00 feet; thence N76°15' 10"E a distance of 450.00 feet; thence S13°44'50"E a distance of 308.32 feet thence S16°03'20"E a distance of 422.49 feet; thence N73°56'40"E a distance of 80 feet to a point on the East line of said Wichita Truck Center; thence S16°03'20"E a distance of 337.60 feet to the Southeast corner of said Wichita Truck Center; thence N89°58'45"W a distance of 1676.40 feet to the Southwest corner of said Wichita Truck Center; thence N12°48'00"W a distance of 847.10 feet along the West line of said Wichita Truck Center; thence along a curve to the right having a central angle of 46°38'24", a radius of 648.50 feet, an arc length of 527.90 feet, a chord having a bearing of N10°30'40"E a distance of 513.44 feet; thence N33°55' 15"E a distance of 252.76 feet back to the point of beginning;</p> <p>EXCEPT THAT PART DESCRIBED AS: That part of Wichita Truck Center, Sedgwick County, Kansas, described as: Commencing at the S.E. corner of said Wichita Truck Center Addition; thence N16°49'01"W, along the east line of said Wichita Truck Center Addition, a distance of 796.59 feet; thence S90°W, a distance of 741.35 feet to the point of beginning; thence continuing S90°W, a distance of 104.00 feet; thence N00°E, a distance of 85.00 feet; thence N90°E, a distance of 104.00 feet; thence S00°W, a distance of 85.00 feet to the point of beginning.</p> <p>AND EXCEPT THAT PART DESCRIBED AS: A portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as commencing at the southeast corner of the Northwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas; thence N34°49'13"W (assumed Kansas Grid South), 733.28 feet to a point on the west line of Air Cap Drive as platted in Air Cap Truck Plaza Addition, a Replat of a portion of Wichita Truck Center Addition, Sedgwick County, Kansas, and for a Point of Beginning; thence S63°27'42"W, 56.80 feet; thence N18°18'29"W, 35.33 feet; thence N80°10'54"E, 57.37 feet to a point on the west line of said Air Cap Drive; thence S1d°42'39"E, along the west line of said Air Cap Drive, 18.73 feet to the Point of Beginning.</p> <p>AND EXCEPT THAT PART DESCRIBED AS: A portion of Lot 1,</p>	LAM Properties, LLC

	<p>Block A, Wichita Truck Center, Sedgwick County, Kansas, described as commencing at the southeast corner of the Northwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth P.M., Sedgwick County, Kansas; thence S89°19'40"W (assumed Kansas Grid South), along the south line of said Northwest Quarter, 294.26 feet; thence N00°40'20"W, 17.18 feet to the Point of Beginning; thence N13°00'02"W, 35.48 feet; thence N84°42' 19"E, 55.12 feet; thence S12°02'52"E, 22.14 feet; thence S70°44'27"W, 54.58 feet to the Point of Beginning.</p> <p>AND EXCEPT THAT PART DESCRIBED AS: A tract of land commencing at the northwest corner of Wichita Truck Center, an Addition in Sedgwick County, Kansas, and running east on an assumed bearing of S89°36'00"E, along the north line of said Wichita Truck Center Addition for a distance of 252 feet; thence S33°02'10"E for a distance of 154.64 feet; thence S17°55'10"E for a distance of 886.38 feet; thence S76°15'10"W for a distance of 553.00 feet; thence S13°44'50"E for a distance of 40 feet to the northernmost corner of a tract of land described on the deed filed with the Sedgwick County Register of Deeds on Doc/Flm-Pg: 28698349; thence continuing S13°44'50"E for a distance of 185 feet to the easternmost corner of said deed filed on Doc/Flm-Pg: 28698349 being the point of beginning; thence continuing S13°44'50"E for a distance of 100 feet; thence 57d° 15'10"W for a distance of 138.18 feet; thence N13°44'50"W for a distance of 100 feet to the southernmost corner of said deed filed on Doc/Flm-Pg: 28698349; thence N76°15'10"E for a distance of 138.18 feet along the southeasterly line of said deed filed on Doc/Flm-Pg: 28698349 to the point of beginning.</p>	
	<p>Parcel 2: A portion of Lot 1, Block A, Wichita Truck Center, Sedgwick County, Kansas, described as: From the northwest corner of Air Cap Truck Plaza Addition to the City of Park City, Sedgwick County, Kansas; thence southwesterly on the west line of said Addition on an assumed bearing of S33°55'15"W for a distance of 1,109.08 feet; thence S56°40'11"E for a distance of 489.84 feet to the point of beginning; thence S52°08'40"E for a distance of 80.00 feet; thence 113.69 feet northeasterly on a curve to the right having a radius of 169.64 feet and a 111.57 feet chord bearing N57°03'15"E, said point being the southwest corner of Beaumont Street as platted in said Air Cap Truck Plaza Addition; thence N13°44'50"W along said Beaumont Street for a distance of 80.00 feet to a northwesterly corner of said Beaumont Street; thence 167.30 feet southwesterly on a curve to the left having a radius of 249.64 feet and a 164.19 chord bearing S57°03'15"W to the point of beginning.</p>	



Prepared By: Doug Moshier, Police AGENDA ITEM #16.

Summary:

CONSIDER ORDINANCE AMENDING SECTION 14-202 OF THE MUNICIPAL CODE RELATING TO THE SPEED LIMIT ON AIR CAP DRIVE BETWEEN 53RD STREET NORTH AND 61ST STREET NORTH. (DM)

Background:

Air Cap Drive between 53rd Street North and 61st Street North has recently been connected by a new roadway with sections intersecting with these two east/west streets. The speed limits on those older segments are not now appropriate given the configuration of the roadway between 53rd Street and 61st Street.

The Police Department recommends establishing a consistent speed limit along this segment of Air Cap Drive of thirty (30) miles per hour.

Fiscal Impact:

The only fiscal impact will be the cost of new signage.

Staff Recommendation:

Adopt the Ordinance.

Attachments:

- [1179-2023 Amend_14-202_Speed_Limit_Air_Cap_Drive.pdf](#)

ORDINANCE NO.1179-2023

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF PARK CITY RELATING TO MAXIMUM SPEED LIMITS ESTABLISHED IN SECTION 14-202 OF THE MUNICIPAL CODE AND REPEALING THE ORIGINAL OF SAID SECTION 14-202.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF PARK CITY, KANSAS:

SECTION 1. Section 14-202 of the Municipal Code is hereby amended to read as follows:

“14-202 Speed limits. The maximum speed limits as set out in Section 33 of the currently adopted Standard Traffic Ordinance for Kansas Cities are hereby amended as follows:

‘Sec. 33. Maximum Speed Limits.

- (a) Except as provided in subsection (b) and except when a special hazard exists that requires lower speed for compliance with K.S.A. 8-1557, and amendments thereto, the limits specified in this subsection or established as authorized by law shall be maximum lawful speeds, and no person shall operate a vehicle at a speed in excess of such maximum limits:
 - (1) On all streets within the city the maximum speed limit shall be twenty-five (25) miles per hour unless a different maximum speed limit is posted or established herein.
 - (2) On Broadway from the south city limits to a 77th Street North, the maximum speed limit shall be forty (40) miles per hour.
 - (3) On Broadway from 77th Street North to a point two thousand six hundred forty (2,640) feet north of the intersection of Broadway and 85th Street North, the maximum speed limit shall be forty-five (45) miles per hour. A “Reduced Speed Ahead” sign shall be placed three thousand one hundred fifteen (3,115) feet north of the intersection of Broadway and 85th Street North facing north and located on the west side of Broadway.
 - (4) On Broadway from a point two thousand six hundred forty (2,640) feet north of the intersection of Broadway and 85th Street North to the north city limits the maximum speed limit shall be fifty-five (55) miles per hour.
 - (5) On Hydraulic Street from the south city limits to a point one hundred-seven (107) feet south of the intersection of Beaumont Street with Hydraulic Street the speed limit shall be forty (40) miles per hour. From that point one hundred-seven (107) feet south of the intersection of Beaumont Street with Hydraulic Street north to 61st Street North the speed limit shall be thirty-five

(35) miles per hour. From the intersection of 61st Street North and Hydraulic Street north to a point on Hydraulic Street 1150 feet south of the northeast corner of Section 9, Township 26, Range 1E the speed limit shall be thirty-five (35) miles per hour. From that point 1150 feet south of the northeast corner of Section 9, Township 26, Range 1E on Hydraulic Street north to 69th Street the speed limit shall be forty (40) miles per hour. From 69th Street north to the north city limits the speed limit shall be fifty-five (55) miles per hour.

- (6) On Mill Heights Drive, Blake Drive and Chuzy Drive the speed limit shall be thirty (30) miles per hour.
- (7) On 53rd Street from the west city limits to the east city limits the speed limit shall be forty (40) miles per hour.
- (8) On 61st Street from the west city limits to the east city limits the speed limit shall be thirty-five (35) miles per hour.
- (9) On 63rd Street from the intersection of that street with Broadway Avenue to the intersection of that street with Newcastle Street and on that portion of Newcastle Street from 63rd Street to its intersection with Sioux Street the speed limit shall be fifteen (15) miles per hour.
- (10) On 77th Street from the west city limits to the east city limits the speed limit shall be forty (40) miles per hour.
- (11) On 85th Street from the west city limits to the east city limits the speed limit shall be fifty (50) miles per hour.
- (12) Independence Street from 61st Street to Forestor Street and 61st Street from thirty-four (34) feet west of the west right-of-way of West Parkview west a distance of six hundred fifty-two (652) feet are designated as School Speed Zones. At all times that the traffic signal system alerting drivers to the presence of a School Speed Zone is activated along 61st Street or on Independence Street when a school child or children are occupying a marked crosswalk; are waiting at the curb or on the shoulder of the street; are about to cross the street by way of the marked crosswalk; or are present or walking along the street, either on the adjacent sidewalk or, in the absence of sidewalks, on the shoulder within the posted School Speed Zone, the speed limit shall be twenty (20) miles per hour.
- (13) On Air Cap Drive from 53rd Street North to 61st Street North the speed limit shall be thirty (30) miles per hour.

(14) On any separated multilane highway, as designated and posted by the secretary of transportation.

(15) On any county or township highway the speed limit shall be fifty-five (55) miles per hour.

(b) No person shall drive a school bus to or from school, interschool or intraschool functions or activities, at a speed in excess of the maximum speed limits provided in subsection (a), except that the board of education of any school district may establish by board policy lower maximum speed limits for the operation of such district's school buses. The provisions of this subsection relating to school buses shall apply to buses used for the transportation of students enrolled in the community colleges or area vocational schools, when such buses are transporting students to or from school, school functions or school activities."

SECTION 2. The original of Section 14-202 of the Municipal Code of the City of Park City, Kansas is hereby repealed.

SECTION 3. This Ordinance shall be included in the Municipal Code of the City of Park City and shall take effect and be in force from and after its publication in the official city newspaper.

ADOPTED by the governing body of the City of Park City, Kansas, on November 28, 2023 and approved and signed by the Mayor.

CITY OF PARK CITY, KANSAS

John Lehnherr, Mayor

ATTEST:

Marlo Rugg, City Clerk



Prepared By: Jeana Estep, Public Works AGENDA ITEM #17.

Summary:

DISCUSS AND CONSIDER APPROVAL OF BID FROM WHITE STAR MACHINERY FOR PURCHASE OF BOBCAT MINI-EXCAVATOR (JE)

Background:

The adopted budget for 2023 originally included the purchase of a backhoe. Upon further review from staff it was determined that a compact excavator and a selection of accessories would better meet the needs of the department. Staff issued a request for bids listing the following accessories as add alternates: jackhammer, sheepsfoot, grapple bucket, and mower/brush/forestry attachment. When considering price and lead time, staff believes White Star Machinery, selling directly from Bobcat, is the best overall bid. White Star Machinery has a buyer wanting to purchase our 2004 Case backhoe and offered a trade-in value of \$25,000.00 which is reflected in the grand total cost for the mini-excavator. Total cost for the mini-excavator and four attachments is well below the budgeted amount previously allocated for the backhoe. Staff is requesting approval to purchase the mini-excavator and accessories as well as trade in the 2004 Case backhoe to White Star Machinery while utilizing the Bobcat contract pricing for a total amount of \$43,683.59 to be paid from the Special Streets & Highway Fund.

Fiscal Impact:

Budgeted item to be paid from the Special Streets & Highway Fund.

Staff Recommendation:

Staff recommends approval.

Attachments:

- [PARK CITY, KS - E35 25HP - Quote w trade-in.pdf](#)
- [Mini Ex 11.15.23 Bid Tab.pdf](#)



Product Quotation
Quotation Number: **NC163695**
Quote Sent Date: **Oct 30, 2023**
Expiration Date: **Nov 29, 2023**

Your Bobcat Contact
Nolan Clark
Phone:
E-mail: nolan.clark@doosan.com

Your Customer Contact

Deliver to
CITY OF PARK CITY G903034
Attn: Jeana Estep
Phone: (316) 249-0880
Email: jestep@parkcityks.com

Bobcat Dealer
White Star Machinery & Supply,
Wichita, KS
3223 N HYDRAULIC
WICHITA, KS, 67219-1213
ZACK SIMMONS
(316) 680-9845

Bill To
CITY OF PARK CITY 294876
Attn: Jeana Estep
Phone: (316) 249-0880
Email: jestep@parkcityks.com

Item Name	Item Number	Quantity	Price Each	Total
E35 25HP R2-Series Bobcat Compact Excavator	M3409	1	37,243.50	37,243.50
Standard Equipment: 24.8 HP Tier 4 Auto Idle Auto-Shift, 2-Speed Travel Auxiliary Hydraulics, Selectable Flow with Arm Mounted Flush Face Quick Couplers Canopy Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat Roll Overprotective Structure (ROPS)- Meets Requirements of ISO 12117-2: 2008 Tip Overprotective Structure (TOPS) - Meets Requirements of ISO 12117: 2000 Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262:1998 Control Console Locks Control Pattern Selector Valve (ISO/STD) Dozer Blade with Float		Engine/Hydraulic Monitor with Shutdown Fingertip Auxiliary Hydraulic Control Fingertip Boom Swing Control Horn Hydraulic Joystick Controls Keyed Ignition LED Work Lights Lift Eye Rubber Tracks Spark Arrestor Exhaust System Standard Arm Standard Instrument Panel Tier 4 Diesel Engine, Non DPF Vandalism Protection X-Change (Attachment Mounting System) Telematics - Machine IQ Warranty: 2 years, or 2000 hours whichever occurs first Zero Tail Swing		
Cab Package	M3409-P11-C05	1	5,163.20	5,163.20
<i>Included:</i> Cab Package, Standard Arm, Enclosed Cab with HVAC, Standard Instrument Panel, Keyed Ignition, Cloth Suspension Seat, Travel Motion Alarm				
Hydraulic Clamp - Standard Arm - Class III w/ Diverter Valve	M3409-R08-C31	1	3,223.50	3,223.50
18" MX3 XCHG TEETH	7323842	1	1,136.96	1,136.96
NB160 Nitrogen Breaker with Nail Point	7234536	1	6,306.48	6,306.48
X-Change Mounting Cap - NB160	7113657	1	604.96	604.96
Hose Kit - E32/E35/E42/E45 Long Arm	7180019	1	299.44	299.44

Packer Wheel	6806644	1	2,218.44	2,218.44
3-Tined Grapple, Class 3	7102977	1	768.36	768.36
30" Flail Mower	7225484	1	7,602.28	7,602.28
Flail Mower hoses (All Std Arm excavators)	7245468	1	233.32	233.32
X-Change Mounting Cap (E32, E35, E42, E45, E48, E50, E55, E63)	7238337	1	899.08	899.08
Case Drain E32 & E35	7245617	1	224.07	224.07
Total for E35 25HP R2-Series Bobcat Compact Excavator				65,923.59
Quote Total - USD				65,923.59
Dealer P.D.I.				400.00
Freight Charges				1,275.00
Destination Charges				845.00
Dealer Assembly Charges				240.00
<u>CASE 580 TLB TRADE-IN</u>				<u><25,000.00></u>
Quote Total - USD				\$43,683.59

Comment:

*Plus, applicable taxes. IF Tax Exempt, please include Tax Exempt Certificate with the order.

*Prices per the NASPO Construction Equipment Master Agreement OK-SW-192.

<https://www.naspo.valuepoint.org/portfolio/construction-equipment-2018-2023/clark-equipment-company/>

State and Contract Number Summary:

AK - N2019CE0002

CA - 52000C

IA - OK-SW-192

KS - OK-SW-192

MO - CC190249002

NE - 15336

NM - 90-000-19-00068AA

OK - SW192

RI - OK-SW-192

SD - 17286

UT - PA3043

WI - 505ENT-O22-CONSTREQUIP-03.

*All orders should include 1) Accounts Payable Contact and email address, 2) W9 with correct legal entity name, and 3) Bill to Address.

*Orders may be placed with the contract holder or authorized dealer as allowed by the terms and conditions of the contract. *A Copy of all orders must be provided to Heather.Messmer@Doosan.com.

*Contact Holder Information: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078. TID# 38-0425350.

*Payment Terms: Net 60 Days. Credit cards accepted.

*Remittance address: Clark Equipment Company d/b/a Bobcat Company, P. O. Box 74007382, Chicago, IL 60674-7382

Customer Acceptance:

Quotation Number: NC163695

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____

Addresses:

Delivery Address: _____

Billing Address (if different from ship to): _____

Tax Exempt: Y ☐ / N ☐

Exempt in the State of: _____

Tax Exempt ID:

Federal: _____

State: _____

Expiration Date: _____

CITY OF PARK CITY

JOHN LEHNHERR

Mayor

Jeana Estep, Director

Department of Public Works

255 W. 61st Street North

Park City, KS 67219

RESPONSE DUE DATE:

Tuesday, November 7, 2023

TIME:

10:00 AM

PROJECT NUMBER:

N/A

PROJECT NAME:

Mini-Excavator & Specified Attachments

PROJECT MANAGER:

Jeana Estep

PHONE:

(316) 744-2026

BID REQUIREMENTS: Primary bid shall include the equipment itself, with a standard bucket. Add alternates shall include the following quick-connect attachments: Jackhammer, Sheepsfoot, Grapple Bucket, Mower/Brush/Forestry.

BIDS

BIDDERS:		Foley Equipment 1550 S. West St Wichita, KS 67213		Foley Equipment 1550 S. West St Wichita, KS 67213		Wichita Tractor Co. 1750 S. West St Wichita, KS 67213		Murphy Tractor 5255 N Deere Road Park City, KS 67219		Berry Tractor 930 S. West St Wichita, KS 67213		White Star Machinery 3223 N. Hydraulic Wichita, KS 67219		
Warranty Terms		24 month or 2000 hr. premier		24 month or 2000 hr. premier		24 month or 3000 hr comp.		24 month, 2000 hr comp.		36 month, 2000 hr service		24 month or 2000 hr		
Lead Time		Not Provided		Not Provided		60-180 Days		In Stock		4-6 Months		45-60 days		
BID ITEM	QTY	UOM	PPU	TOTAL	PPU	TOTAL	PPU	TOTAL	PPU	TOTAL	PPU	TOTAL	PPU	TOTAL
2024 Caterpillar 304-07LC	1	EACH	\$ 65,472.12	\$ 65,472.12										
2023 Caterpillar 303-07LC	1	EACH			\$ 47,099.18	\$ 47,099.18								
303/304 Bucket, 24"	1	EACH	\$ 1,172.00	\$ 1,172.00	\$ 1,172.00	\$ 1,172.00								
New Holland Mini Excavator w/ Bucket, 24" E37C	1	EACH					\$ 46,730.00	\$ 46,730.00						
Administrative Fee	1	EACH					\$ 200.00	\$ 200.00						
2023 John Deere 35 P-tier Comp. Exc. w/ Bucket, 18"	1	EACH							\$ 60,307.70	\$ 60,307.70				
2024 Komatsu PC35MR-5 w/ Bucket, 12" and Manual Coupler	1	EACH									\$ 45,996.40	\$ 45,996.40		
e35 25HP R2-series Bobcat Compact Excavator	1	EACH											\$ 37,243.50	\$ 37,243.50
Cab Package	1	EACH											\$ 5,163.20	\$ 5,163.20
Hydraulic Clamp - Standard Arm - Class III w/ Diverter Valve	1	EACH											\$ 3,223.50	\$ 3,223.50
18" MX# XCHG Teeth	1	EACH											\$ 1,136.96	\$ 1,136.96
Dealer P.D.I	1	EACH											\$ 400.00	\$ 400.00
Freight Charges	1	EACH											\$ 1,275.00	\$ 1,275.00
Destination Charges	1	EACH											\$ 845.00	\$ 845.00
Dealer Assembly Charges	1	EACH											\$ 240.00	\$ 240.00
BASE BID:			\$ 66,644.12		\$ 48,271.18		\$ 46,930.00		\$ 60,307.70		\$ 45,996.40		\$ 49,527.16	
Trade-in Allowance			\$ (20,000.00)		\$ (20,000.00)		N/A		N/A		N/A		\$ (25,000.00)	
SUBTOTAL:			\$ 46,644.12		\$ 28,271.18								\$ 24,527.16	
ADD ALTERNATES:														
303/304 Bucket, 12"	1	EACH	\$ 949.60	\$ 949.60	\$ 949.60	\$ 949.60								
303/304 Bucket, 18"	1	EACH	\$ 1,060.80	\$ 1,060.80	\$ 1,060.80	\$ 1,060.80								
303/304 Bucket, 36"	1	EACH	\$ 1,422.40	\$ 1,422.40	\$ 1,422.40	\$ 1,422.40								
303/304 Thumb (plus install)	1	EACH	\$ 2,674.00	\$ 2,674.00	\$ 2,674.00	\$ 2,674.00								
Virnig M70 Disc style mulcher (for 299 skid steer)	1	EACH	\$ 25,600.00	\$ 25,600.00	\$ 25,600.00	\$ 25,600.00								
B6 Hammer and bracket (for 299 skid steer)	1	EACH	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00								
Hydraulic Thumb and 24" Rake	1	EACH					\$ 6,700.00	\$ 6,700.00						
Werk Brau Sheepsfoot Compactor	1	EACH					\$ 7,400.00	\$ 7,400.00						
Blue Diamond 42" HD Brush Cutter	1	EACH					\$ 8,390.00	\$ 8,390.00						
Land Pride Breaker BR510 (hammer)	1	EACH					\$ 13,680.00	\$ 13,680.00						
John Deere 40" Rotary Brush Cutter incl. Mounting Kit	1	EACH					\$ 8,902.09	\$ 8,902.09						
Furukawa FX45a Hydraulic Chisel (hammer)	1	EACH					\$ 8,775.50	\$ 8,775.50						
2022 American OEM Padfoot Compaction Wheel	1	EACH					\$ 4,967.50	\$ 4,967.50						
35 P Hydraulic Gray Thumb	1	EACH					\$ 2,333.88	\$ 2,333.88						
24" Mini Heavy Duty Bucket	1	EACH							\$ 1,553.00	\$ 1,553.00				
18" Mini Wheel Compactor	1	EACH							\$ 5,930.00	\$ 5,930.00				
D-lock Hydraulic Quick Coupler w/ Hyd Kit	1	EACH							\$ 5,205.00	\$ 5,205.00				
Multi-tined Hydraulic Thumb	1	EACH							\$ 2,909.00	\$ 2,909.00				
NB160 Nitrogen Breaker w/ Nail Point (Hammer)	1	EACH											\$ 6,306.48	\$ 6,306.48
NB160 X-Change Mounting Cap	1	EACH											\$ 604.96	\$ 604.96
Hose Kit	1	EACH											\$ 299.44	\$ 299.44
Packer Wheel (Sheepsfoot)	1	EACH											\$ 2,218.44	\$ 2,218.44
3-tined Grapple, Class III (Grapple Bucket)	1	EACH											\$ 768.36	\$ 768.36
30" Flail Mower (Mower/Brush/Forestry)	1	EACH											\$ 7,602.28	\$ 7,602.28
Flail Mower Hoses	1	EACH											\$ 233.32	\$ 233.32
X-Change Mounting Cap	1	EACH											\$ 899.08	\$ 899.08
Case Drain E32 & E35	1	EACH											\$ 224.07	\$ 224.07
ADD ALTERNATES TOTAL:			\$ 41,306.80		\$ 41,306.80		\$ 36,170.00		\$ 24,978.97		\$ 15,597.00		\$ 19,156.43	
TOTAL BID (SUBTOTAL PLUS ADD ALTERNATES TOTAL):			\$ 87,950.92		\$ 69,577.98		\$ 83,100.00		\$ 85,286.67		\$ 61,593.40		\$ 43,683.59	
BID NOTES			Bidder recommends mulcher and hammer attachments for already-owned skid steer in lieu of requested mini-hex attachments.				Standard quote includes destination, delivery and long arm				Items to be purchased using Bobcat contract pricing.			

BID SUMMARY



Prepared By: Phil Bostian, Police AGENDA ITEM #18.

Summary:

DISCUSS AND CONSIDER APPROVING A NEW CONTRACT FOR LICENSE PLATE READER CAMERAS FROM FLOCK SAFETY (PB)

Background:

The police department currently leases (7) license plate reader (LPR) cameras from Flock Safety. These cameras are pole-mounted, solar-powered devices. The primary use of the cameras has been locating stolen vehicles, persons with outstanding arrest warrants, and providing leads for solving criminal cases. Our department has been using Flock stationary cameras since 2021, and we have used vehicle-mounted license plate readers since 2009.

Following are just three examples how we have utilized the Flock system in Park City :

Example 1: Victim dropped their wallet at the casino. Casino video captured a suspect picking up the wallet and stealing \$500. Casino video showed the suspect's vehicle but no tag information. Flock LPR system captured the vehicle photo and tag number. The registered owner's DL photo was reviewed and compared to the casino video, which yielded a positive ID of the suspect, who faces charges for theft.

Example 2: Shoplifter stole several hundred dollars' worth of merchandise and fled in a vehicle. Employees got the vehicle description, but no tag information. The Flock LPR system captured the vehicle photo and the paper temporary tag information. The Flock camera image also showed the stolen merchandise in the open trunk of the vehicle. Officers were able to ID the suspect and discovered that they were also a suspect in several other similar thefts in Wichita. The suspect is facing multiple charges.

Example 3: Shoplifter was leaving a Park City business with stolen merchandise. When he was confronted by employees, the suspect pulled out a knife and threatened them. The suspect's license plate and a photo of the vehicle were captured on a Flock camera as he fled. This information was immediately broadcast on police radio. Within just a few minutes,

the Flock system picked up the suspect's vehicle in Wichita, and he was stopped by Wichita PD. Charges are pending against the suspect for armed robbery and other felonies.

Contract Details

The current annual lease cost for Flock cameras is \$2,500 per camera.

The police department currently leases (7) cameras.

Flock Safety will lock in our price at \$2,500 per year if we sign a five-year contract.

Any cameras that are added before 12/31/2023 can also be locked in at \$2,500 per year.

The annual lease price for both new and existing cameras will increase to \$3,000 per year on 01/01/2024.

The police department's 2024 budget includes funding to add (4) more Flock cameras.

The current contract for (7) cameras runs through 05/17/2024.

If a new contract is signed by 12/01/2023, we will have a credit of \$8,054.79 due on our current contract, since the current contract will be terminated early.

The cost to install and program the (4) new cameras is \$650 each, for a total of \$2,600.

The total cost to lease (11) Flock cameras (7 current + 4 new + installation) for (5) years is

\$140,100. This does not include the credit of \$8,054.79. After subtracting the credit, the total 5-year cost will be \$132,045.21.

The first-year cost for the new contract for (11) cameras will be \$22,045.21. This does include the credit of \$8,054.79.

The total cost for each year thereafter will be \$27,500.

The contract includes a standard non-appropriation clause. The contract can be terminated without penalty by the city if the governing body chooses not to continue appropriating funds in the future.

Fiscal Impact:

The first-year cost for the new contract for (11) cameras will be \$22,045.21. This includes the credit for the existing contract of \$8,054.79.

The police department's 2023 budget has sufficient funds remaining to cover the Year 1 expense.

The total cost for each year thereafter will be \$27,500. These funds are included in the police department's 2024 budget.

Staff Recommendation:

Staff recommends approving the proposed contract from Flock Safety.

Attachments:

- [KS - Park City PD - Law Enforcement Agreement FINAL.pdf](#)
- [Flock Explanation of Credit FINAL.pdf](#)

Flock Safety + KS - Park City PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Jim Fink
jim.fink@flocksafety.com
7202339573



EXHIBIT A
ORDER FORM

Customer: KS - Park City PD
Legal Entity Name: KS - Park City PD
Accounts Payable Email: rwolff@parkcityks.gov
Address: 1941 East 61st Street North Park City, Kansas
67219

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 45
Billing Frequency: Annual - First Year at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$27,500.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	11	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	4	\$2,600.00

Subtotal Year 1:	\$30,100.00
Annual Recurring Subtotal:	\$27,500.00
Discounts:	\$27,500.00
Estimated Tax:	\$0.00
Contract Total:	\$140,100.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special Terms:

Effective Date of the Contract. The first day of the Term of this Agreement, which shall be 12/1/2023

A one-time invoice credit of \$8,054.79 will be applied to the Year 1 invoice to reflect payments previously collected for overlapping services.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$30,100.00
Annual Recurring after Year 1	\$27,500.00
Contract Total	\$140,100.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$27,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: KS - Park City PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 21 day of November 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as

exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “**Support Services**”).

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("**Service Suspension**"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF

LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

Contract	
Annual Contract End Date	Since we invoice annually, this is the date that their most recent invoice would run through
5/17/2024	
Co-Termed Contract Start Date	This is the start date of the new co-termed contract
12/1/2023	
Remaining Days of Existing Contract	This is the difference between the start date of the new co-termed contract and the annual contract date of their existing contract.
168	
Estimated Credit	This is the estimated credit for this contract that we are co-termining.
\$8,054.79	

EXISTING CONTRACT			
Products	Quantities	Annual Cost	Annual Total
Falcon	7	\$2,500.00	\$17,500.00

Annual Total \$17,500.00
Daily Rate \$47.95